

## PARKING LOT LEASE

THIS PARKING LOT LEASE (the "Agreement" or "Lease") is entered into as of the 27<sup>th</sup> day of November, 2006 by and between TCF National Bank, a national banking association (the "Landlord") and the Village of Lombard, a municipal corporation (the "Tenant").

### RECITALS

WHEREAS, Landlord is the fee owner of property legally described as follows:

Lot 7 (except the East 40 feet thereof) in Block 12 of the Original Town of Lombard, a Subdivision in Sections 5 to 8 and Section 18, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded in Book 2 at Page 152 as document 152, in DuPage County, Illinois.

P.I.N.: 06-08-100-007

Commonly known as: 23 N. Main Street, Lombard, IL 60148

(the "Property"); and

WHEREAS, Tenant is desirous of leasing that portion of the Property comprising the parking lot only, and specifically excluding the building (the "Parking Lot"), and Landlord is desirous of leasing the Parking Lot to Tenant for the purpose of operating a public parking lot in accordance with the terms and conditions of this Agreement.

### AGREEMENT

**1. Term.** The term of this Agreement will begin on November 27, 2006, (the "Commencement Date") and shall end on February 16, 2007, (the "Term").

**2. Rent.** Tenant agrees to pay Landlord the sum of Ten and no/100 Dollars (\$10.00) for the Term (the "Rent"). The Rent will be paid in advance on the Commencement Date.

**3. Permitted Uses.** The Parking Lot shall be used by Tenant only for purposes of operating a no charge public parking lot ("Parking Facilities"), and for no other use or purpose without the Landlord's prior written consent, which shall be granted or withheld in Landlord's sole and subjective discretion. The Tenant shall comply, and shall cause all others using the Parking Lot to comply, with all laws, ordinances, codes and regulations regarding the Parking Lot and the permitted use upon the Parking Lot. Tenant shall also comply, and shall cause all others using the Parking Lot to comply, with any and all reasonable rules and regulations adopted by Landlord for the safety, care and cleanliness of the Parking Lot. Landlord reserves the right to enter upon the Parking Lot in order to inspect Tenant's compliance with the terms and provisions of this Agreement.

**4. Operating Expenses.** Tenant shall keep the Parking Lot in good tenantable condition, clean and free of all debris. Tenant agrees to pay all expenses associated with the holding and operating of the Parking Lot and the Parking Facilities, including landscape maintenance, trash and snow removal, general maintenance, utilities for lighting, insurance and other charges imposed by law or against the Parking Lot as part of Tenant's obligation

hereunder. Tenant shall not make any alterations to the Parking Lot without Landlord's prior written consent, which consent may be withheld by Landlord in its sole and subjective discretion. Tenant agrees to obtain and maintain commercial general liability insurance covering the Parking Lot in form, substance and amount satisfactory to Landlord. Such insurance policy shall name Landlord as an additional insured. Such insurance shall contain an endorsement providing that the insurance may not be cancelled or materially altered without thirty (30) days prior written notice to Landlord from the insurance company sent by certified mail. Landlord shall deliver a certificate evidencing such insurance to Tenant prior to the Commencement Date, such certificate being in such form as is satisfactory to Landlord.

**5. Permits.** Tenant will apply for, pay for and keep current all permits and licenses required for the lawful operation of the Parking Facilities.

**6. Repairs by Tenant; Wavier of Liability.** All repairs, maintenance or improvements to the Parking Lot shall be the obligation of the Tenant. Tenant shall cause all such repairs, maintenance or improvements to be completed prior to the expiration of the Term so that, upon returning possession of Parking Lot to Landlord, the Parking Lot shall be in good condition and repair. Landlord shall not be liable for any injury, loss or damage to any person or personal property of Tenant or its agents, contractors, employees, licensees, customers or invitees, and Tenant hereby waives any claims, actions or causes of action in connection therewith.

**7 Tenant Indemnity.** Tenant shall indemnify, defend, and hold the Landlord harmless from and against any and all claims, actions, liability, costs, expenses and damages of every kind and nature, including reasonable attorneys' fees, arising from (I) the Tenant's or its agents', contractors', employees', licensees', customers' or invitees' use and occupancy of the Parking Lot, (ii) any breach or default by the Tenant under the provisions of this Lease, or (iii) from any act, omission, or negligence on or about the Parking Lot by the Tenant, its agents, contractors, employees, licensees, customers or invitees. In case of any action or proceeding brought against the Landlord by reason of such claim, the Tenant at Landlord's option, shall defend such action or proceeding by counsel reasonably satisfactory to Landlord.

**8. Tenant Assignment.** Tenant shall not assign nor in any manner transfer this Agreement, or any interest therein, nor sublet the Parking Lot or any part or parts thereof, nor permit occupancy by anyone, except in connection with the Tenant's use and occupancy of the Parking Lot as a public Parking Facility, (i.e., allowing automobiles to be parked on the Parking Lot without charging a fee).

**9. Events of Default.** The following events shall be deemed to be events of default by Tenant under this Agreement ("Event of Default"):

(a) Tenant shall have failed to pay the rent or any other charge provided herein, or any portion thereof, within five (5) days after the same shall be due and payable;

(b) Tenant shall have failed to comply with any other provisions of this agreement and shall not cure such failure within five (5) days after Landlord, by written notice, has informed Tenant of such noncompliance;

(c) Tenant abandons the Parking Lot; or

(d) Tenant fails to return full and complete possession of the Parking Lot to Landlord at the expiration of the Term in broom clean condition, with all trash and snow removed.

**10. Notice of Termination.** If an Event of a Default occurs pursuant to Paragraph 9 above, Landlord may, by serving written notice upon Tenant, terminate this Lease. Landlord shall be entitled to any and all remedies available at law or in equity. Further, if Tenant fails timely to perform any of its duties under this Agreement, Landlord shall have the right (but not the obligation) to perform such duty on behalf of and at the expense of Tenant without further prior notice to Tenant, and all sums expended or expenses incurred by Landlord in performing such duty shall be deemed to be further additional rent under this Agreement and shall be due and payable immediately upon demand by Landlord.

**11. Tenant's Right to Terminate.** The Tenant shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the Landlord.

**12. Notice.** Any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, FedEx or other overnight messenger service, or by first class certified mail, postage prepaid, return receipt requested. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is delivered to the address required by this Agreement; (b) the date delivery is refused at the address required by this Agreement; or (c) with respect to notices sent by mail, the date as of which the postal service indicates such notice to be undeliverable at the address required by this Agreement. Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as follows:

For Landlord:            TCF National Bank  
                                 800 Burr Ridge Parkway  
                                 Burr Ridge, IL 60527  
                                 Attention: Fran Kowalski, with a copy to Dennis Vena

For the Tenant:        Village Manager  
                                 Village of Lombard  
                                 255 E. Wilson Avenue  
                                 Lombard, IL 60148

Any party hereto may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

**13. Miscellaneous.**

(a) This Agreement shall be interpreted according to and shall be governed by the internal laws of the State in which the Parking Lot is located.

(b) Any changes or modifications of this Agreement must be in writing, and signed by the parties hereto. This Agreement supersedes any previous understandings or agreements between the parties relating to the Parking Lot.

(c) Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement.

(d) No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

(e) If any provision of this Agreement or the application thereof to any person or circumstance is or shall be deemed to be illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Agreement shall be interpreted as if such illegal, invalid or unenforceable provision did not exist herein.

(f) This Agreement may be executed in multiple counterparts, and by use of counterpart signature pages, but all such counterparts shall constitute but one and the same agreement. Signature pages bearing facsimile signatures shall be effective for purposes of binding the parties to this Agreement.

(g) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided this paragraph shall not permit any assignment contrary to the provisions of this Agreement.

(h) In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

(i) Time is of the essence of this Agreement and each provision hereof.

(j) This Agreement shall not be construed more strictly against one party merely because that party or its counsel prepared the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and date herein above set forth.

VILLAGE OF LOMBARD:

TCF NATIONAL BANK:

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

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

Village President

Mark Rohde

President

ATTEST:

ATTEST:

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

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

Village Clerk