



VILLAGE OF WINNETKA

Incorporated in 1869

BUSINESS COMMUNITY DEVELOPMENT COMMISSION Notice of Special Meeting

**Monday, January 28, 2013
7:00 P.M.**

The Winnetka Business Community Development Commission will convene a special meeting on **Monday, January 28, 2013** in the Village Council Chambers at Winnetka Village Hall, 510 Green Bay Road, Winnetka, Illinois, at 7:00 PM.

Agenda

1. Review and Approval of January minutes
2. Approval of moving future meeting dates to the 4th Monday of the month at 7:00 PM
3. Discuss recommending possible candidates for appointment to the BCDC
4. Discuss requesting Village Council approval of a vice-chair position for the BCDC
5. Discussion of Floral Program
6. Review of drafted Listen & Learn plan for 2013
7. Discuss recommending possible short term uses of the post office site
8. Review of the Open Meetings Act requirements
9. Public Comment
10. Adjournment

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of meeting or facilities, contact the Village ADA Coordinator, at 510 Green Bay Road, Winnetka, Illinois 60093, (Telephone (847) 716-3540; T.D.D. (847) 501-6041).

510 Green Bay Road, Winnetka, Illinois 60093

Administration and Finance (847) 501-6000 Fire (847) 501-6029 Police (847) 501-6034
Public Works (847) 716-3568 Water and Electric (847) 716-3558 www.villageofwinnetka.org

BUSINESS COMMUNITY DEVELOPMENT COMMISSION
January 10, 2013 MEETING MINUTES

Members Present:

Jason Harris
Patrick O'Neil
Trustee Richard Kates
Paul Dunn
Peggy Swartchild
Mike Leonard
Terry Dason

Members Absent:

Tom Eilers
Peggy Swartchild

Village Staff:

Michael D'Onofrio, Director Community Development
Lori Weaver, Admin. Assist. Community Development
Megan Pierce, Assistant to the Village Manager
Katherine Janega, Village Attorney

Call to Order

The meeting was called to order at 7:15 AM.

1. Minutes.

Motion made by Leonard, seconded by O'Neil, to approve the minutes from the November 8, 2012 meeting and the minutes from the December 13, 2012 meeting.

Chair Harris opened the meeting by asking the BCDC to consider moving the monthly meeting to an evening meeting. It was decided the meeting would move to the 4th Monday of the month at 7:00 PM.

Attorney Janega stated that the change of meeting date and time requires a formal vote, so the BCDC meeting on January 28th would have to have a special meeting, with the change of meeting date and time as an agenda item. She added that the agenda for the special meeting must be set in advance and can't be amended at the meeting.

[Note: The following item was discussed before items 2, 3 and 4.]

5. Upcoming Vacancies on the BCDC.

Chair Harris commented that his term and Peggy Swartchild's term are ending soon (5/1/2013 and 4/15/2013 respectively) and that the BCDC should recommend replacements.

Terry Dason suggested Irwin Drexler, but Chair Harris stated that Mr. Drexler is his business partner and that might constitute a conflict of interest.

Trustee Kates said that it is up to the Village President to appoint the replacements.

Michael D'Onofrio suggested that the BCDC review the codes concerning the makeup of the BCDC.

Attorney Janega commented that of the members, not more than three can own or operate a business in Winnetka.

Chair Harris suggested that the replacements could come from the people who attended the Listen & Learn sessions.

Deputy Chair. Chair Harris stated that he would like to have a deputy chair to help him run the committee, help with the agenda, provide feedback and help with managing the process.

Attorney Janega stated that there could be a vice chair, and that Village staff is there to provide technical assistance.

2. Discussion of January 8, 2013 Village Council BCDC Presentation and

Chair Harris reported on his presentation to the Village Council on Tuesday, January 8, 2013. He discussed his report on the floral program and stated that the Council is eager to hear more from the BCDC. The Council wants a proposal with details and dollar amounts as quickly as possible to include it in the April 2013 budget. Chair Harris thanked Trustee Kates for his comments and thanked Terry Dason and Patrick O'Neil for being at the Council meeting.

3. Discussion of BCDC Strategic Plan and

4. 2013 Goals / Objectives

Budget. Chair Harris reiterated that there would be two budgets in 2013 as the Village switches the start of its fiscal year from April to January.

ULI Study. Chair Harris continued with the discussion of the ULI study, stating it is slated for the last week of February 2013. The ULI studies should help with branding/defining Winnetka in the future. There will be two studies in the first half of 2013 and one to follow if all goes well.

Branding. Trustee Kates commented that the BCDC had moved along well with the branding a few years ago and suggested giving the Listen & Learn comments to the ULI.

Post Office Site. Chair Harris brought up the post office site, noting it is a very valuable opportunity with a lot of interim possibility, as the Post Office is on a year-to-year lease and its current operations are only using about 10% of the space. In the ensuing discussion, questions were raised about recommending where to relocate the retail part of the post office, about obtaining specifications of space needs from the Post Office, and about reasons the redevelopment of the site stalled.

Attorney Janega explained that staff and the BCDC do not have the authority to contact the Post Office about its space needs with the Village Council's permission, and noted that, because the BCDC is a planning body, rather than a leasing body, its role is to study and report to the Village Council. She suggested sending a monthly report to the Council outlining the steps the BCDC wants to take, so that the Council could give its approval of the BCDC's actions by accepting the report.

Chair Harris commented that the monthly report is a formal process, and he is looking for ways to gather critical information in an informal way to get ideas.

Mike D'Onofrio explained that by reporting to the Village Council on the steps the BCDC wants to take toward a certain goal, it is asking for the go ahead to proceed.

The discussion ended with Attorney Janega and Mike D'Onofrio providing a brief review of the prior Post Office study and some of the reasons discussions with the Post Office about new space did not continue.

Floral Program. Chair Harris continued with a discussion of the floral program.

Trustee Kates suggested that the proposal to the Village Council be as specific as possible.

Terry Dason said she has a pole map, and expressed concern about the Chamber losing revenue if any poles currently used for the Chamber's banner program are lost to the floral program.

Mike D'Onofrio suggested that the BCDC has to consider ownership of the poles; some might be owned IDOT's, some by the Village's; have to identify which ones are allowed.

Attorney Janega stressed the need to get the financial details to the Council right away.

Responding to a question from Patrick O'Neil about whether the Winnetka Park District would assume responsibility for watering the floral baskets, Trustee Kates mentioned that there is a reciprocal agreement between the Village and the Park District, and that the Caucus expressed a desire for intergovernmental cooperation.

Chair Harris said he would work with Patrick to get the budget numbers together and to Mike D'Onofrio right away.

Mike D'Onofrio suggested that they consider all costs involved including the cost of baskets, installation, watering, plant material, maintenance, and storage.

Megan Pierce commented that this is where the two budget cycles could be beneficial. In August, the BCDC could go back and adjust the amount.

Trustee Kates said he would like to see the entire program in its full scope with the numbers looking to the future. He said to not think small, look at it as a capital investment, and see the broad perspective.

Mike Leonard said it is important to make a splash, not cheap out.

6. Discussion of Community Development processes. None.
7. Updates from Chamber of Commerce, Plan Commission, Village Council and Staff. None.
8. Public Comment. None.
9. Adjournment. Chair Harris brought up the special BCDC meeting for January 28, 2013.

Responding to comments from Trustee Kates about Open Meetings Act requirements, Attorney Janega noted that the BCDC is a public body and is required to follow the Open Meetings Act. She reminded the BCDC that if three or members of the BCDC discuss BCDC

BCDC Minutes
January 10, 2013

business, it is considered a meeting under the Act. She also encouraged the members to use staff as a conduit for information. She added that one of the biggest traps for violations is in e-mail strings, and urged the members not to not use REPLY ALL when responding.

Chair Harris asked Attorney Janega to attend the January 28th BCDC.

The meeting was adjourned at 9:50 AM.



May 14, 2009

Village of Winnetka
510 Green Bay Rd
Winnetka IL 60093-2563

Subject: Winnetka IL 60093-2400
Finance/Sub: 168544-002

Attn: Finance Director

Enclosed is an accepted copy of the new lease agreement for the subject space. The agreement is for a two year period, beginning on May 01, 2009, through April 30, 2011. The lease term shall automatically renew itself from year to year for up to three (3) additional one-year periods, subject to the parties' rights to terminate hereunder.

We have advised the Accounting Service Center of the new agreement. The Postal Service pays rent in arrears; therefore the rent you receive at the end of the month will be rent for that particular month.

Please use the Post Office name and Finance/Sub number on all correspondence regarding this leased space.

We appreciate you providing us with this space. Should you have any questions, please contact Bryant Schroeder at 630-295-6278.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Bradford W. Meador".

Bradford W. Meador, CPM, SRA
Manager, Real Estate

Enclosure

62 STRATFORD DR
BLOOMINGDALE, IL 60117-7000
TEL: 630-295-6200
FAX: 630-295-6262
WWW.USPS.COM



Lease

**WINNETKA - MAIN OFFICE (168544-002)
512 CHESTNUT ST, WINNETKA, IL 60093-2400**



Lease

Facility Name/Location

WINNETKA - MAIN OFFICE (168544-002)
512 CHESTNUT ST, WINNETKA, IL 60093-2400

County: Cook
Lease: J00000272341

This Lease made and entered into by and between THE VILLAGE OF WINNETKA hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Upon which is a brick/block building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET
Net Interior Floor Space	11,276
Exterior, Platform and Ramp	1,260

Total Site Area: 30,225.00

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective May 01, 2009 with an expiration date of April 30, 2011, for a total of 2 Years.

3. **RENTAL:** The Postal Service will pay the Landlord an annual rental of: \$194,092.00 (One Hundred Ninety Four Thousand Ninety Two and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:

VILLAGE OF WINNETKA
ATTN FINANCE DIRECTOR
510 GREEN BAY RD
WINNETKA, IL 60093-2563

unless the Contracting Officer is notified, in writing by Landlord, of any change in payee or address at least sixty (60) days before the effective date of the change.

4. **RENEWAL OPTIONS:** None

5. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

Utilities Services & Equipment Rider, Maintenance Rider - Landlord Responsibility, Reimbursement of Paid Taxes Rider, Mortgagee's Agreement.
See Attached Addendum.

6. **TERMINATION:**

None, except as specified elsewhere in this Lease.

7. **LEGAL DESCRIPTION:**

See attached Exhibit A

EXHIBIT A

A certain tract or parcel of land in the Village of Winnetka, Cook County, Illinois, being the East 195 feet of the North 155 feet of the South 265 feet of Block 27, exclusive of streets, in the Northeast Quarter of Section 20, Township 42 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at a concrete monument located in the Westerly line of Chestnut Street at a point which is located 110.65 feet Southerly from the Southerly line of Elm Street; thence in a westerly direction at an interior angle of $90^{\circ} 17'$ from the Westerly line of Chestnut Street, 195 feet to a concrete monument; thence in a Southerly direction and running at an interior angle of $89^{\circ} 43'$ from the last mentioned line of this land, 155 feet to a concrete monument; thence in an Easterly direction and running at an interior angle of $90^{\circ} 17'$ from the last mentioned line of this land, 195 feet to a point in the Westerly line of Chestnut Street, being located 110 feet Northerly from the Northerly line of Oak Street; thence Northerly with said line of Chestnut Street and running at an interior angle of $89^{\circ} 43'$ from the last mentioned line of this land, 155 feet to the beginning, together with all right, title and interest of the grantor in and to the land, within Chestnut Street, adjoining this land.

SUBJECT TO: general real estate taxes for the year 1982 and subsequent years; municipal and zoning ordinances; recorded easements for public utilities located adjacent to side and rear lot lines; recorded building and use restrictions and covenants; mortgage to the Franklin Life Insurance Company dated May 27, 1959, recorded June 12, 1959 as document number 17574282; lease to United States of America dated May 25, 1959, recorded June 3, 1959 as document number 17556653 and amended by document 20472257.



Addendum

Facility Name/Location

WINNETKA - MAIN OFFICE (168544-002)
512 CHESTNUT ST, WINNETKA, IL 60093-2400

County: Cook
Lease: J00000272341

1. It is acknowledged by the parties to this Lease that the premises consists of a retail facility of approximately 3,500 square feet, and a distribution facility for mail carriers of approximately 7,776 square feet. The Postal Service has been in possession of these premises, pursuant to a prior lease with Landlord's predecessor-in-interest, for approximately 50 years. The Postal Service is seeking to house the carriers in another location by relocating the carriers from the demised premises under this Lease to another Postal Service site.

2. Either party can terminate the lease as to the distribution facility at the end of any calendar month, by delivering written notice to the other party at least 90 days prior to the early termination date; provided, however, that such notice may not be delivered until the 15th month of the term (July 2010, so that the early termination date shall be no sooner than October 31, 2010).

Either party can terminate the lease as to the entire premises by delivering written notice to the other party at least 365 days prior to the termination date, provided, however, that such notice may not be delivered until the 12th month of the term (April 2010 so that the early termination date shall be no sooner than April 30, 2011).

3. After the Lease term has been terminated as to the distribution facility only, and the carriers are moved to the alternate location, the Postal Service shall occupy the retail facility, comprising approximately 3,500 square feet, the loading area and parking immediately west of the Building, and one row of parallel parking spaces immediately adjacent to and south of the Building, at an annual rental rate of \$94,000.00 (Base Rent) . In addition the Postal Service shall pay an additional rent of \$10,000 per annum (Additional Rent in lieu of Taxes). The payments hereunder shall not be affected by any increase or decrease in the actual Real Property Taxes on the premises; provided, however, that if Landlord obtains a tax exemption for the premises once the Lease term has been terminated as to the distribution facility, the amount of the Additional Rent in lieu of Taxes shall be reduced from \$10,000 per annum to \$0 per annum. The Postal Service shall continue to pay all utilities for the entire facility after such partial termination, and Landlord shall not be required to separately meter utilities applicable to the retail facility, or to construct a demising wall between the retail facility and the distribution facility.

4. The Postal Service shall be responsible for all costs associated with Landlord's maintenance of the premises during the lease term, however, the Postal Service shall not be responsible for the cost of maintenance work done by Landlord prior to the acceptance of this lease. Notwithstanding the above, it is agreed that after termination of the lease term as to the distribution facility only, the Postal Service shall reimburse Landlord for 31% (3,500/11,276 SF) of the maintenance costs attributable to the vacated portion of the building, and for 100% of the maintenance costs attributable solely to the retail portion of the building.

The Postal Service shall reimburse the landlord for maintenance costs (Operating & Maintenance Expenses) in the amount of \$2,400 per annum . Said Operating & Maintenance Expenses shall be paid in equal monthly installments with the rental installment. Soon after the end of each calendar year the Landlord shall provide the Postal Service a certified statement showing all allowable Operating &



Addendum

Facility Name/Location

WINNETKA - MAIN OFFICE (168544-002)
512 CHESTNUT ST, WINNETKA, IL 60093-2400

County: Cook
Lease: J00000272341

Maintenance Expenses as a year end reconciliation. In the event the estimated Operating & Maintenance Expenses paid are not equal to the Postal Service's actual share, the Postal Service shall pay the Landlord the difference within 30 days of receipt of the aforementioned certified statement. Should the estimated Operating & Maintenance Expenses paid by the Postal Service be in excess of the Postal Service's share of the actual Operating & Maintenance Expenses, the Postal Service shall withhold the excess amount from the first available monthly rental payment(s). This reconciliation procedure shall survive the termination of the lease.

5. It is the Landlord's intention to demolish the leased premises at the termination of the lease term. The Landlord, prior to incurring an Operating & Maintenance Expense for any item needing more than routine maintenance shall obtain Postal Service concurrence. The Postal Service's decision in this regard shall be dependent upon the cost of such maintenance item and term remaining. Notwithstanding any other language in this lease agreement the Postal Service shall not be required to restore the premises, in any manner, when the premises are returned to the Landlord.

6. With regards to Paragraph 9 of the General Conditions and the Maintenance Rider, the Postal Service accepts the building in an "as is" condition and will not require any further action from the Landlord except as may be required by law.

7. It is agreed that during the Lease term, the five parking spaces on the north side of the Building, which are not located within the Premises, shall not be used by Postal Service officials, and instead shall be kept available for retail customers of the facility.

8. The Postal Service acknowledges receipt from Landlord of a 2004 Phase 1 Environmental Site Assessment Report regarding the premises, and further acknowledges that the Postal Services has been in possession of the premises throughout Landlord's ownership of the premises.

9. If Landlord exercises its option to terminate the Lease term as to the entire premises, then Landlord shall make commercially reasonable efforts to assist the Postal Service in leasing space on or near the premises for a temporary retail postal facility during redevelopment of the site, and in finding a future permanent location for a retail postal facility on or close to the existing site. Nothing herein shall require Landlord to purchase or lease any property for this purpose.

10. Beginning August 1, 2009 and no more than once each calendar quarter, the Postal Service, upon request from Landlord, shall provide Landlord with periodic updates on the status of its efforts to relocate the carriers from the Premises to an alternate location. Landlord shall direct such requests to Bryant Schroeder, Leasing Team Leader, Great Lakes FSO, or such other person as the Postal Service may later direct. Any failure of the Postal Service to respond shall not be considered a default to this lease.

11. The Postal Service acknowledges and agrees that, notwithstanding anything to the contrary in the Reimbursement of Paid Taxes Rider:

a. The Postal Service shall be responsible for paying, pursuant to its existing lease of the premises,



Addendum

Facility Name/Location

**WINNETKA - MAIN OFFICE (168544-002)
512 CHESTNUT ST, WINNETKA, IL 60093-2400**

**County: Cook
Lease: J00000272341**

all Real Property Taxes on the premises through and including the Real Property Taxes for 2008, which are payable in 2009.

b. The provisions of the Reimbursement of Paid Taxes Rider shall apply to all Real Property Taxes on the premises commencing with the Real Property Taxes for 2009, which are payable in 2010 (without any pro-ration or other distinction between that portion of 2009 covered by the existing lease and that portion of 2009 covered by this Lease).

c. If the Lease term has been terminated as to the distribution facility only, then the Reimbursement of Paid Taxes Rider shall be canceled with respect to Real Property Taxes accruing after the date of such termination. The Postal Service shall remain responsible, pursuant to such Rider, for reimbursing Landlord for Real Property Taxes that accrued prior to such termination.

12. The lease term shall automatically renew itself from year to year for up to three (3) additional one-year periods, subject to the parties' rights to terminate hereunder.

13. Termination of Distribution Facility. If the lease for the distribution facility is terminated, Landlord agrees that it shall leave this space vacant and shall not use, lease or allow use by any third party. This shall not prohibit Landlord from performing redevelopment work on the site as long as such work does not interfere with the operations of the Postal Service.

14. Paragraph 3 of the Maintenance Rider is deleted. It is understood that all maintenance costs incurred by the Landlord under the Lease, including light fixture ballasts and other expenses incurred per the Utilities, Services & Equipment Rider, shall be reimbursed pursuant to Paragraph 4 of the Addendum.

15. After termination as to the distribution facility only, the Postal Service's obligation for snow and ice removal shall be limited to those portions of the premises being used or accessed by the Postal Service's employees and/or customers. At all times, Landlord's responsibility for removal of snow and ice from the roof shall be limited to removal as and when Landlord deems necessary.

16. Paragraph 1 of the Maintenance Rider is modified to provide that Landlord will be responsible for cleaning all gutters and downspouts, and shall be reimbursed per paragraph 4 of this Addendum.

17. For clarification purposes the rental rates as described in Paragraph 3 of the lease and Paragraphs 3, 4 and 11c of the Addendum are allocated as follows:

a. Entire building	
1). Base Rent	\$191,692
2). Operating & Maintenance Expenses	\$2,400
3). Total Annual Rent	\$194,092
b. After termination of the distribution facility	
1). Base Rent	\$94,000
2). Operating & Maintenance Expenses	\$2,400
3). Additional Rent in lieu of Taxes	\$10,000



Lease

EXECUTED BY LANDLORD this 28th day of April, 2009.
CORPORATION

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate

Name of Corporation: Village of Winnetka

[Signature] Village President
Name & Title: Name & Title:

[Signature] Village Clerk
Name & Title: Name & Title:

Landlord's Address: ATTN FINANCE DIRECTOR 510 GREEN BAY RD
WINNETKA, IL 60093-2563

Telephone No.: 847-501-6000 Fax No.: 847-501-3180 Tax ID: XX-XXX6162

E-mail Address: dwilliams@winnetka.org
[Signature] Deputy Village Clerk
Witness Witness

- a. Where the Landlord is a corporation, leases and lease agreements entered into must have the corporate seal affixed, or in place thereof, the statement that the corporation has no seal.
- b. Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, the Lease must be accompanied by documentary evidence affirming the authority of the agent, or agents, to execute the Lease to bind the corporation, municipal corporation, non-profit organization, or fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers who are authorized to sign the Lease must appear in the document.
- c. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

5-14-09 Brad Meador
Date Contracting Officer [Signature]
Signature of Contracting Officer

Great Lakes FSO GREAT LAKES FSO 62 STRATFORD DR, BLOOMINGDALE, IL 60117-7000
Address of Contracting Officer



General Conditions to USPS Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement; and
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer; and in the case of new leased space projects, the lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. RESTORATION AND ALTERATIONS

a. Upon written notification by Landlord within 30 days of the expiration or termination of this Lease, the Postal Service shall restore the premises to a "broom clean" and usable condition, excepting the following: reasonable and ordinary wear and tear; and damages by the elements or by circumstances over which the Postal Service has no control. If Landlord provides the above notice, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost for restoration; the Postal Service shall pay Landlord this agreed-upon amount and shall have no further restoration duties under this Lease.

b. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.



General Conditions to USPS Lease

8. CLAIMS AND DISPUTES

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.



General Conditions to USPS Lease

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. that the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
- b. that there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11248.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)¹

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Maintenance Rider Landlord Responsibility

1. The Landlord shall, except as otherwise specified herein and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises, including the building and any and all equipment, fixtures, systems, and appurtenances, whether severable or non-severable, furnished by the Landlord under this Lease, in good repair and tenantable condition, during the continuance of the Lease. Landlord's duties include repair and replacement as necessary.

Notwithstanding the above, the Postal Service will be responsible for regular cleaning of gutters and downspouts connected to the outer edge (i.e., the eaves area) of the roof; Landlord will be responsible for regular cleaning of any other gutters, downspouts, troughs, scuppers, roof drains, etc.

For the purpose of so maintaining said premises and property, the Landlord may, at reasonable times, and upon reasonable notice to the facility manager, enter and inspect the same and make any necessary repairs thereto.

2. Landlord is responsible for inspection, prevention and eradication of termites and any other wood-eating insects and for repairs of any damage resulting therefrom during the continuance of the Lease.
3. Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the lease, and at least once every five (5) years during the continuance of the lease unless required more often because of damage from fire or other casualty, or unless the time period is specifically modified in writing by the Contracting Officer. Landlord is required to apply only one coat of paint. USPS will be responsible for cost of additional coats of paint, including application costs. USPS will be responsible for moving furniture and equipment away from walls as required.
4. Any heating system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; such system must be capable of providing a uniform temperature of at least 65 degrees Fahrenheit (65°F.) In all enclosed portions of the demised premises (excluding the rear vestibule) at all times. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system, any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service or its agents. The Postal Service shall be responsible for regular replacement of filters.

Boilers (heating and hot water supply) and unfired pressure vessels provided by the Landlord as part of the leased premises shall be maintained and, if necessary, replaced by the Landlord in accordance with ASME Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Vessel Code, must be provided by the Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

5. Any elevators, escalators and dumbwaiters provided by the Landlord as part of the leased premises shall be maintained, and, if necessary, replaced by the Landlord during the continuance of the Lease in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.



Maintenance Rider Landlord Responsibility

6. Any air-conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; air-conditioning must be capable of providing a uniform temperature of no greater than 78 degrees Fahrenheit (78°F.) in all enclosed portions of the demised premises at all times. Landlord shall be responsible for servicing of the air-conditioning equipment during the continuance of the Lease, including, refrigerant as required for proper operation of the equipment. The Postal Service shall be responsible for regular replacement of filters.
7. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider.
8. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment (ESS), Closed Circuit Television (CCTV), Very Small Aperture Terminal (VSAT), Criminal Investigation System (CIS), Intrusion Detection System (IDS), etc., installed by the Landlord shall be maintained, and if necessary, replaced by the Landlord during the continuance of the Lease. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service (POS) equipment.
9. Whether public or private water or sewer systems are provided, said systems are to be maintained and replaced by the Landlord during the continuance of the Lease, including any inspections that may be required.
10. If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy, or whenever there is a need for maintenance, repair, or replacement which is the Landlord's obligation under this Maintenance Rider, the Postal Service will require the Landlord to rebuild or repair the premises as necessary to restore them to tenantable condition to the satisfaction of the Postal Service. The Postal Service will, except in emergencies, provide the Landlord with written notice stating a reasonable time period for completion of all necessary repairs. (A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect the Postal Service's rights to recover expended costs under this provision, provided that the costs expended by the Postal Service are reasonable in amount.) The Postal Service, acting through the Contracting Officer, may proportionately abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such condition.

If the Landlord (or the mortgagee or assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus any administrative cost and/or interest, from rental payments due or to become due under this Lease. Alternatively, the Contracting Officer may, if the demised premises are determined to be untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

11. The Landlord must:
 - a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA); and



Maintenance Rider Landlord Responsibility

- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with a; and
- c. take all other proper precautions to protect the health and safety of:
 - (1) any laborer or mechanic employed by the Landlord in performance of this agreement; and
 - (2) Postal Service employees; and
 - (3) the public.

The Landlord must include this clause in all subcontracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any subcontract must be deemed to refer to the subcontractor.



Tax Rider
Reimbursement of Paid Taxes

Facility Name/Location

WINNETKA - MAIN OFFICE (168544-002)
512 CHESTNUT ST, WINNETKA, IL 60093-2400

County: Cook
Lease: J00000272341

Assessor's Parcel Number: 05-20-211-009-0000

a. Definitions

Ad Valorem means according to the value of the property.

Property Tax Rate is an amount expressed as dollars and cents per \$100.00 or per \$1,000.00 of assessed value or as mills per \$1.00 of assessed value as set by authorities for tax jurisdictions.

Real Property Taxes, as used in this clause, shall mean those taxes, including Ad Valorem taxes, special assessments, fees and charges, that are assessed against any or all taxable real property appearing on the assessment roll or list in a taxing authority's jurisdiction and that are identified by a taxing authority for the support of government activities within its jurisdiction, whether such activities are general or specific. Real Property Taxes also include administrative charges or fees imposed by a taxing authority for the support of its tax assessment and collection activities.

- b. The Landlord agrees to pay all taxes of any kind, including Real Property Taxes, and charges and fees of every kind and nature levied on the demised premises.
- c. The Postal Service will reimburse Landlord for paid Real Property Taxes, as defined above, only under the following terms:
1. Landlord may submit not more than one request for reimbursement in any calendar year, irrespective of the number of taxing authorities included; and reimbursement will be made not more than one time annually by the Postal Service.
 2. No reimbursement will be made for fines, penalties, interest or costs imposed for late payment.
 3. Reimbursement will be made only for paid taxes, less the maximum discount allowed by the taxing authority for prompt or early payment, regardless of whether Landlord actually received any such discount.
 4. Reimbursement will be made only for taxes levied for periods of time within the term of this Lease.
 5. In order to qualify for reimbursement, the tax bill as issued by the taxing authority must pertain only to the demised premises, and to no other real property.
 6. Landlord must provide copies of the front and back of the complete tax bill issued by the taxing authority, along with satisfactory proof of payment. Satisfactory proof of payment shall be (i) a receipt for payment shown on the face of the tax bill, (ii) a copy of the front and back of the canceled payment check, (iii) a statement from a lender verifying payment of the tax, or (iv) other documentation satisfactory to the Postal Service.
 7. Incomplete or improper requests for reimbursement will be returned to Landlord without payment.
 8. Landlord agrees to submit a request for reimbursement of taxes within 18 months after the close of the tax year. In the event Landlord fails to submit its request for reimbursement within that time period, the USPS is not required to reimburse paid taxes.
- d. The Landlord must promptly furnish to the Postal Service copies of all notices that may affect the valuation of the demised premises for Real Property Tax purposes or that may affect the levy or assessment of Real Property Taxes thereon. If Landlord does not timely furnish such notices relating to valuation changes or the levy or assessment of taxes or fails to meet any legal prerequisite for appeal and the Postal Service loses the right to contest the validity or the amount of the taxes, then the Postal Service shall be responsible to reimburse Landlord for only 75% of the reimbursable taxes due for the year involved.



**Tax Rider
Reimbursement of Paid Taxes**

All notices required under this paragraph must be delivered or mailed, using certified mail with a return receipt or other verified method of delivery, within ten (10) days from the receipt thereof by the Landlord to:

CONTRACTING OFFICER
Great Lakes FSO
GREAT LAKES FSO 82 STRATFORD DR
BLOOMINGDALE, IL 60117-7000

or to such other office as the Postal Service may later direct in writing.

- e. The Postal Service may contest the validity of any valuation for Real Property Tax purposes or of any levy or assessment of any Real Property Taxes by appropriate proceedings either in the name of the Postal Service or of the Landlord or in the names of both. Notwithstanding any contest of valuation, levy, assessment, or Property Tax Rate, Landlord must pay under protest the Real Property Taxes involved when requested to do so by the Postal Service. The Landlord, upon reasonable notice and request by the Postal Service, must join in any proceedings, must cooperate with the Postal Service, and must execute and file any documents or pleadings as the Postal Service may require for such proceeding, provided the Landlord is reasonably satisfied that the facts and data contained therein are accurate. Landlord will not be responsible for the payment of penalties, costs, or legal expenses in connection with any protest or appeal proceedings brought by the Postal Service, and the Postal Service will indemnify and save harmless the Landlord from any such penalties, costs, or expenses. Landlord hereby authorizes the Postal Service as its agent to represent its interest in any appeal or protest proceeding authorized under this paragraph.
- f. Landlord shall promptly notify the Postal Service of any appeal or other action it takes or initiates to adjust any valuation of the property, Property Tax Rate, or levy or assessment of Real Property Taxes. The Postal Service is entitled to any and all monies obtained through such actions or any other refunds or remissions of Real Property Taxes paid in any year subsequent to the commencement of the lease. If any such refunded or remitted monies are paid or delivered to Landlord, Landlord must immediately forward them to the Postal Service. If Landlord is informed that he is entitled to a refund or remission of monies paid as Real Property Taxes upon the submission of an application, Landlord will promptly make and file such application, and upon receipt of such refund or remission, immediately forward it to the Postal Service. The Postal Service reserves the right to offset refund and remission payments not so obtained or forwarded, against rental or other payments due the Landlord.
- g. The Postal Service is entitled to the benefits of all tax exemptions or abatements authorized by law or regulation that may be available with respect to the demised premises. Landlord shall take all necessary steps to obtain such exemptions or abatements. The Postal Service reserves the right to offset against rental or other payments due the Landlord the amount or value of any abatement or exemption that would have been available if Landlord had properly applied for it, and any amount for which the Postal Service is not to be responsible under paragraph (d), above.
- h. Nothing herein contained shall operate to waive or deprive the Postal Service of any rights, privileges or immunities it enjoys under law.



Utilities, Services, & Equipment Rider

Facility Name/Location

WINNETKA - MAIN OFFICE (168544-002)
512 CHESTNUT ST, WINNETKA, IL 60093-2400

County: Cook
Lease: J00000272341

1. HEAT

Landlord must furnish heating system in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service. The Postal Service pays all recurring fuel charges, provided such charges are separately metered for postal consumption.

2. AIR CONDITIONING

Landlord must furnish air conditioning equipment in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service pays for recurring charges for power for the equipment, provided the power is separately metered for postal consumption.

3. ELECTRICITY

Landlord must furnish a separately metered electrical system in good working order for the demised premises, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service will pay all recurring electric bills.

4. LIGHT

Landlord must provide light fixtures in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Landlord is not responsible for replacement of light bulbs.

5. WATER

Landlord must furnish a potable water system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring water bills during the continuance of the Lease, provided a separate meter or separate invoice is furnished by the appropriate authority.

6. SEWER

Landlord must furnish a sewer system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring sewer bills during the continuance of the Lease, provided a separate meter, or separate invoice is furnished by the appropriate authority.

7. TRASH

The Postal Service agrees to furnish and pay for all trash removal for the demised premises during the continuance of the Lease.

8. SNOW

The Postal Service agrees to furnish and pay for the timely removal of snow and ice from the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the postal facility for use by postal employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.) during the continuance of the Lease. The Landlord is responsible for timely removal of snow and ice from the roof.



Mortgagee's Agreement
(To be executed and attached to lease)

Facility Name/Location
WINNETKA - MAIN OFFICE (168544-002)
512 CHESTNUT ST, WINNETKA, IL 60093-2400

County: Cook
Lease: J00000272341

The undersigned, Holder(s) of a mortgage (or similar encumbrance, such as a Deed of Trust), in the sum of _____ on the property situated at: _____

hereby consent(s) to the leasing of said property to the U.S. Postal Service and agree(s) for itself, its successors, executors, administrators, and assigns that in the event it should become necessary to:

- a) foreclose said mortgage or similar encumbrance, the Mortgagee will cause the sale of said premises to be made subject to said lease; or,
- b) take any other action terminating the mortgage or transferring title, the Mortgagee will cause such action to be made subject to said lease.

MORTGAGEE

Name of Mortgage Company

Witness

By: _____
Signature of Mortgagee's Officer

Its: _____
Title of Mortgagee's Officer

Street Address

City, State and ZIP+4

Subscribed and Sworn to before me, a notary public, in and for _____ County, State of _____ this _____ day of _____.

Notary Public

My commission expires _____.