Park Forest
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Mayor
John A. Ostenburg

Village Trustees
Mae Brandon
Bonita Dillard
Gary Kopycinski
Kenneth W. Kramer
Robert McCray
Georgia O'Neill

Village Clerk
Sheila McGann

Village Manager
Thomas Mick

Village Hall
350 Victory Drive
Park Forest, IL 60466
(708) 748-1112

DownTown Management Office
226 Forest Blvd.
(708) 503-8153

Fire Department
156 Indianwood Blvd.
(708) 748-5605

Freedom Hall
410 Lakewood Blvd.
(708) 747-0580

Health Department
350 Victory Drive
(708) 748-1118

Police Department
200 Lakewood Blvd.
(708) 748-4700

Recreation and Parks Department
350 Victory Drive
(708) 748-2005

November 16, 2010

Steve Matrisch
Illinois Commerce Commission
Transportation Division
527 East Capitol Avenue
Springfield IL 62701

Dear Mr. Matrisch:

This is in response to your Freedom of Information request for the Village's agreements with the Canadian National Railway Company. The Village has five such agreements, which I have enclosed.

Sincerely,

Sandra Jerina Black

Sandra Jerina Black
Freedom of Information Officer
Village of Park Forest

RESOLUTION NO. R-09-33

A RESOLUTION AUTHORIZING THE EXECUTION OF
A VOLUNTARY MITIGATION AGREEMENT BETWEEN
THE VILLAGE OF PARK FOREST AND
GRAND TRUNK CORPORATION

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

Section 1. Approval of Agreement. The Voluntary Mitigation Agreement ("Agreement") between the Village of Park Forest and Grand Trunk Corporation, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved in substantially the form attached, and subject to the review and approval of the Village Attorney.

Section 2. Execution of Agreement. The Village Manager is directed and authorized to execute the Agreement in substantially the form attached and the Village Clerk is directed and authorized to attest the signature of the Village Manager. The Village Manager and the Village Clerk are directed and authorized to execute any and all other documents as may be necessary to effectuate the purposes of the Agreement.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 14th day of September, 2009.

APPROVED:

Mayor

ATTEST:

Village Clerk

VOLUNTARY MITIGATION AGREEMENT

This **VOLUNTARY MITIGATION *AGREEMENT*** ("Agreement") is made and entered into this 30 day of September, 2009, by and between the **Village of Park Forest**, an Illinois municipal corporation ("Park Forest") and **Grand Trunk Corporation**, a wholly owned U.S. subsidiary and owner of the U.S. rail operating subsidiaries (including but not limited to Elgin, Joliet & Eastern Railway Company (EJ&E) and Illinois Central Railroad Company (ICRR)) of Canadian National Railway Company (collectively, "GTC"), and co-applicant in the filing before the Surface Transportation Board ("STB") in STB Finance Docket No. 35087. This Agreement sets out certain commitments GTC is prepared to make to address the following issues resolved by the parties related to existing train traffic and changes in train traffic anticipated as a result of the CN/EJ&EW transaction ("Transaction"), authorized by the STB on December 24, 2008 in STB Finance Docket No. 35087, and the corresponding agreement by Park Forest that these commitments by GTC resolve any outstanding concerns Park Forest has related to the Transaction, other than those contained in other agreements entered into between Park Forest and GTC. Specifically, the parties agree that simultaneous with their execution of this Agreement, they or their affiliates will also execute an Orchard Drive Underpass Supplemental Agreement (with EJ&E), an Option Agreement (with ICRR), a Parking Lot Reconstruction Agreement (with EJ&E), a Real Estate Sale and Easement Agreement (with ICRR), and a Right of Entry Agreement (with ICRR), with all six (6) of these said agreements intended by the parties to comprise a complete package, and neither party intending that any of the agreements should be executed in the absence of the execution of the other agreements. The additional specific terms of this Agreement between GTC and Park Forest are set forth below, and will be effective upon the execution of this Agreement by duly authorized representatives of Park Forest and GTC.

A.

I. Quiet Zones

GTC will support and provide, at its sole cost and expense, independent consulting assistance to assist Park Forest's application for a quiet zone, said consultant(s) to be chosen by Park Forest, with approval by GTC, not to be unreasonably withheld and delayed. Park Forest may apply for a quiet zone at any time. GTC will bear such cost until the application for the Quiet Zone has been approved by the appropriate authorities having jurisdiction over the same.

II. Noise and Safety Mitigation

GTC will provide $1,500,000 for noise mitigation and safety fencing for adjacent residential, school, and park properties within Park Forest, approximately $500,000 of which shall be for adjacent residential properties and approximately $1,000,000 shall be for the construction of a sound wall. These funds include all costs for the improvements including design and engineering. Park Forest may use these funds for any combination of mitigation elements constructed on non-railroad property, but immediately adjacent to the right of way. In addition, Park Forest may utilize any portion of these funds to administer a mitigation fund for distribution

to adjacent property owners. Park Forest or adjacent property owners will be responsible for the construction, ownership and maintenance of all improvements.

Within thirty (30) days from the effective date of this Agreement, GTC shall provide the funding to Park Forest pursuant to this Section. Park Forest shall have full discretion as to the use of the funds provided pursuant to the purposes of this Section, and Park Forest shall have the right to choose any consultants in its discretion for the performance of services pursuant to this Section.

III. Emergency Response and Training

GTC will provide training at no cost to Park Forest for Park Forest's emergency responders. GTC will complete a training plan in conjunction with the designated Fire Department representatives within six months after effective date of this agreement. All training will be completed within a three-year span. Some training will be limited to qualified candidates submitted by Park Forest. This does not preclude additional training in subsequent years for new employees and as a refresher for persons who received previous training.

IV. Communications

GTC will fund at its sole expense the establishment and long-term maintenance, upgrade and replacement of a specific emergency protocol and dispatching view capability (the "System") on behalf of Park Forest. GTC shall bear the cost of the hardware, software and communication equipment in order to provide the System at the appropriate dispatch facility. GTC shall begin the work required by this Section to establish the System within one hundred and eighty (180) days of the effective date of this Agreement and shall complete said System promptly thereafter.

V. Traffic Improvements

GTC will provide $2,450,000 to Park Forest to enable traffic signal, traffic lane configuration, or road improvements as deemed necessary solely by Park Forest to accommodate emergency vehicle and traffic diversion within the village. GTC shall provide said funds to Park Forest within thirty (30) days of the effective date of this Agreement.

VI. Other

In consideration of Park Forest's expedited acceptance of this Agreement, and the formal closing on the acquisition by GTC of a certain parcel of property owned by Park Forest pursuant to a separate agreement between the parties, GTC agrees to the following:

(A) GTC will provide $100,000 to Park Forest to be used for the purchase of emergency response vehicles or safety equipment. GTC shall provide said funds within thirty (30) days of the effective date of this Agreement.

(B) GTC will provide $100,000 to Park Forest to assist with the promotion of business development initiatives in the Village. GTC shall provide said funds within thirty (30) days of the effective date of this Agreement.

(C) GTC will assume ownership and responsibility of the maintenance from Park Forest for the Orchard Drive overhead bridge pursuant to a separate agreement between the parties. In addition, GTC will commit an estimated $225,000 to repaint the bridge within three years from the date of execution of this Agreement, or additional costs as required. Further, GTC will allow Park Forest to construct an electronic sign(s) to be added to the bridge structure, with no license fees for Park Forest payable to GTC. The parties will execute a separate agreement titled "Orchard Drive Underpass Supplemental Agreement" to be effective on the same date as this Agreement regarding the ownership and responsibility of the Orchard Drive overhead bridge and the license for Park Forest to maintain an electronic sign(s) on the bridge.

(D) GTC will provide an easement on property it currently owns or controls, at no cost to Park Forest, for a pedestrian access at the 211th Street station area as part of a redevelopment project pursuant to a separate easement agreement between the parties to be executed within sixty (60) days of the execution of this Agreement. Said easement shall be of sufficient width and dimensions to provide pedestrian access through the 211th Street embankment from Park Forest's commuter parking lot to the station entrance on the west side of the embankment through and under the railroad right-of-way. GTC will require engineering review and approval for any construction in the easement, such approval not to be unreasonably withheld.

(E) GTC will contribute a surplus railroad caboose to Park Forest, and arrange to place the caboose on the property identified in the Option Agreement, or other property if mutually agreed by the parties hereto, within one (1) year of the effective date of this Agreement. GTC shall provide 40 feet of railroad track panels and ballast to display said caboose, and will weld the caboose onto the track panels. Upon placement of the caboose, Park Forest will thereafter own, maintain and dispose of the caboose, track panels and ballast at its sole discretion, said caboose, track panels and ballast being accepted by Park Forest on an "as is, where is" condition.

(F) GTC will install and construct a retaining wall as part of the new connection. GTC shall consult with Park Forest as to the finish of the retaining wall, and the finish shall be suitable for a mural. Park Forest shall have the right to install and maintain a mural on the retaining wall. Park Forest shall be responsible for any potential maintenance, lighting, and vandalism control with regard to the mural. The mural will be created using materials that will not create any long-term damage to the retaining wall (i.e., no acid etching, etc.). In no event will Park Forest allow the mural to display any message which might place the Railway, its officers, directors or employees, or the railroad industry in a bad light. A license agreement for the mural may be required if the parties concur that such an agreement is necessary

(G) GTC will contribute $40,000 to Park Forest for the construction by Park Forest of a train-viewing platform and access way on Park Forest property. GTC shall provide said funds within thirty (30) days of the effective date of this Agreement.

VII. Incorporation

The terms provided for in the introductory paragraph of this Agreement are intended by the parties to be substantive and binding elements of this Agreement, and they are incorporated herein by reference.

VIII. Surplus Funds

The intent of the payments provided for herein directly from GTC to Park Forest is for mitigation improvements related to the Transaction. If any funds remain from any payment after the itemized improvement is accomplished, they are to be retained by Park Forest and used solely for other mitigation measures related to the Transaction.

B.

CONDITIONS FOR GTC'S OBLIGATIONS UNDER THIS AGREEMENT

I. The commitments of GTC set forth in this Agreement are conditioned upon the following:

A. Upon execution of this Agreement, GTC will fulfill its commitments contained herein within a three-year period after the effective date of this Agreement, unless otherwise specified herein.

B. Park Forest agrees that it shall not make further submissions in the STB proceeding or in appellate proceedings without GTC's prior review and approval except in support of this Agreement and/or the STB's decision approving this Agreement and the matters contained herein.

C. Park Forest will agree to support the construction of the new GTC rail connection and the related modifications to the Park Forest municipal parking lot. GTC will agree to take responsibility for securing Metra's approval for the parking lot modifications. GTC will develop a construction staging plan in conjunction with Park Forest staff, and subject to Park Forest approval, and GTC agrees to meet on a weekly basis with Park Forest staff during the construction phase.

II. Confidentiality

This negotiated Agreement and its terms shall be confidential, except to the extent disclosure may be essential for consideration by the Park Forest corporate authorities at a public meeting and as otherwise required by law.

III. STB Compliance

It is the intent of the parties to this Agreement that the STB require GTC's compliance with this Agreement in lieu of any additional or inconsistent mitigation that the STB might otherwise impose regarding environmental impacts in Park Forest. The STB has asked that CN provide copies of any formalized agreements between GTC and affected communities, and the parties agree that GTC shall provide a copy of this Agreement to the STB upon execution.

IV. Effective Date

The effective date of this Agreement shall be the date that the Village Clerk attests the signature of the Village Manager of the Village of Park Forest.

V. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors, and assigns, except as otherwise provided herein.

VI. Severability

If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

VII. Binding Authority

The individuals executing this Agreement on behalf of GTC and Park Forest represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

Agreed To:

GRAND TRUNK CORPORATION

By: Eric T. Jakubowski
Print Name: Eric T. Jakubowski
Title: Director

Date: September 23, 2009

ATTEST:

By: Thomas J. Healey
Print Name: Thomas J. Healey
Title: Counsel - Regulatory

Date: 9-23-09

Agreed To:

VILLAGE OF PARK FOREST

By: Thomas K. Mick
Thomas K. Mick, Village Manager

Date: September 23, 2009

ATTEST:

By: Sheila McGann by Sandra Black Deputy Clerk
Print Name: Sheila McGann
Title: Village Clerk

Date: September 23, 2009

RESOLUTION NO. R-09-31

A RESOLUTION AUTHORIZING THE EXECUTION OF A REAL ESTATE SALE AND EASEMENT AGREEMENT AND OPTION AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND THE ILLINOIS CENTRAL RAILROAD COMPANY

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

Section 1. Approval of Agreements. The Real Estate Sale and Easement Agreement ("Sale Agreement") between the Village of Park Forest and the Illinois Central Railroad Company, attached hereto and incorporated herein by reference as Exhibit A, including the Option Agreement attached thereto ("Option Agreement"), is hereby approved in substantially the form attached, and subject to the review and approval of the Village Attorney.

Section 2. Execution of Agreements. The Village Manager is directed and authorized to execute the Sale Agreement and Option Agreement in substantially the forms attached and the Village Clerk is directed and authorized to attest the signatures of the Village Manager. The Village Manager and the Village Clerk are directed and authorized to execute any and all other documents as may be necessary to effectuate the purposes of the Sale Agreement and Option Agreement and the sale and transfer of the properties described therein and the granting of the easement described therein.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 14th day of September, 2009.

APPROVED:

Mayor

ATTEST:

Sheila McHann by Sandra Black, Deputy
Village Clerk

REAL ESTATE SALE AND EASEMENT AGREEMENT

THIS REAL ESTATE SALE AND EASEMENT AGREEMENT ("Agreement"), is made by and between the Village of Park Forest, Illinois, an Illinois municipal corporation ("Seller"), whose mailing address is 350 Victory Lane, Park Forest, Illinois, 60466, and Illinois Central Railroad Company, an Illinois corporation, or its assigns ("Buyer"), whose mailing address is 17641 S. Ashland Avenue, Homewood, Illinois, 60430, as of the "Effective Date" as such term is defined in Section 3 hereof.

Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property and interest in real property defined as follows:

i.) The real property located in the Village of Matteson, County of Cook, State of Illinois, which real property consists of approximately 4.972 acres of land as depicted in red on the plat labeled **EXHIBIT A** and legally described in **EXHIBIT B**, both attached hereto and incorporated herein by reference, and approximately 0.405 acres of land depicted in orange on the plat labeled **EXHIBIT C** and legally described in **EXHIBIT D**, both attached hereto and incorporated herein by reference, and approximately 0.097 acres of land depicted on the plat labeled **EXHIBIT E** and legally described in **EXHIBIT F**, both attached hereto and incorporated herein by reference, together with (a) all rights and easements benefiting such real property; and (b) all other privileges and entitlements appurtenant thereto, including all of Seller's right, title and interest in and to all rights-of-way, open or proposed streets, alleys, strips or gores of land adjacent thereto and all derivative rights of any kind whatsoever, including riparian, oil, gas and mineral rights and all privileges, easements, interests and appurtenances associated therewith (collectively, the "Property"); and

ii.) A perpetual easement for the construction, use, maintenance, repair, and replacement of an overhead railroad bridge and embankment supporting Buyer's trackage, signals and communications, and all appurtenances thereto constructed by Buyer, at Buyer's sole cost and expense, on, over, and across the premises as shown shaded in blue on the plat labeled EXHIBIT A referenced herein (the "Easement"), and as more fully set forth in the Easement Agreement labeled as **EXHIBIT G**, attached hereto and incorporated herein by reference. Buyer's use of said easement shall include the right to admit other railroad companies to operate over said easement; the right to clear the premises encumbered by the Easement of brush, trees, and vegetation; the right to erect, maintain and use electrical, signal and communications equipment on the premises encumbered by the Easement; the right to excavate and deposit earthwork on the premises encumbered by the Easement; and the right to do or have done all actions in furtherance of operation of a common carrier railroad system, all in compliance with applicable federal, state and local statutes, necessary or desirable for the Buyer's use of the Easement as set forth herein.

1. PURCHASE PRICE:

Subject to the terms and provisions of this Agreement, Buyer agrees to pay to Seller the sum of Four Hundred Seventy Five Thousand Five Hundred and NO/100 U. S. Dollars ($475,000.00) ("Purchase Price") or such greater or lesser amount as may be required after

credits, deposit(s), adjustments and prorations) payable via a check, or wire transfer from the Title Company upon the conveyance of the Property and the grant of Easement in accordance with the terms hereof at closing ("Closing").

2. EARNEST MONEY DEPOSIT:

Within seven (7) business days following the Effective Date (as such term is defined in Section 3 below), Buyer shall deposit with Chicago Title Insurance Company ("Title Company"), Chicago, Illinois, as escrow agent, in a Strict Joint Order #1 Escrow the sum of Fifty Thousand and NO/100 U.S. Dollars ($50,000.00), hereinafter referred to as (the "Deposit"), said Deposit shall be applied against the Purchase Price at Closing. Any interest on the Deposit shall be the property of the Buyer.

3. EFFECTIVE DATE:

The effective date of this Agreement shall be the date that the Village Clerk attests the signature of the Village Manager of the Village of Park Forest ("Effective Date").

4. ADDITIONAL CONSIDERATION:

In addition to the purchase price as set forth in Section 1 herein, Buyer shall, at Buyer's sole cost and expense and subsequent to the closing of this transaction, undertake the following duties and obligations:

i. Re-engineer and reconfigure ingress and egress to Seller's adjacent paved commuter parking lot depicted in **EXHIBIT A**, and more fully set forth in the Parking Lot Reconstruction Agreement attached hereto and incorporated herein by reference as **EXHIBIT H**.

ii. Re-engineer and reconfigure the layout of Seller's adjacent paved commuter parking lot so as to maximize the number and efficiency of parking spaces within said commuter parking lot including, but not limited to, the repaving and re-striping of those parking spaces and the relocation of lighting and other improvements displaced through the sale of the Property and Easement as more fully set forth in **EXHIBIT H**.

5. CONVEYANCE:

The conveyance of the Property shall be in fee simple, subject to the Permitted Exceptions (as such term is defined in Section 6 hereof), with general warranty of title. The conveyance of the Easement shall be with full warranty of title, subject to the Permitted Exceptions as aforesaid.

6. TITLE:

Within thirty (30) days following the Effective Date, Buyer shall obtain, at Buyer's cost, a title commitment (the "Title Commitment"), dated after the Effective Date for an ALTA owner's title insurance policy (2006 policy form) for the Property and the Easement in the amount of the Purchase Price, from the Title Company wherein the Title Company shall commit

to issue its ALTA owner's title insurance policy, in the full amount of the Purchase Price, with affirmative insurance over the general exceptions and containing such other endorsements as Buyer requires, each in form and substance acceptable to Buyer (the "Title Policy") and which shall show title to the Property to be vested in Seller subject only to (i) general taxes for the year of Closing and subsequent years; (ii) applicable zoning and governmental regulations; and (iii) easements, covenants, conditions, restrictions and other matters of record which are expressly approved by Buyer in writing as "Permitted Exceptions". The Title Company shall issue the Title Policy to Buyer in the form required by this Section 6, insuring Buyer's interest in the Property subject only to the Permitted Exceptions. Seller agrees to obtain a satisfaction or release of any mortgage encumbering the Property at Closing.

7. **UNPERMITTED EXCEPTIONS:**

If either the Title Commitment and/or the Survey (hereinafter defined) disclose liens, encumbrances or other conditions relating to the Property and/or Easement that are unacceptable to Buyer ("Unpermitted Exceptions"), Buyer shall notify Seller of such fact in writing within thirty (30) days following the Effective Date ("Buyer's Defect Notice"). Within thirty (30) days after the date of Seller's receipt of Buyer's Defect Notice ("Seller's Cure Period"), Seller shall either (i) have the Unpermitted Exceptions removed from the Title Commitment, corrected in the Survey or otherwise affirmatively insured over by the Title Company to the reasonable satisfaction of Buyer, or (ii) negotiate with Buyer an adjustment to the Purchase Price with respect to such Unpermitted Exception. Should the giving of such notice extend the time for Seller to respond beyond the Closing Date, the Closing Date shall be extended fourteen (14) days after the expiration of the referenced thirty (30) day period. If, before the expiration of Seller's Cure Period (i) Seller fails to have the Unpermitted Exceptions removed or corrected aforesaid or affirmatively insured over to the reasonable satisfaction of Buyer, or (ii) the parties fail to enter into a written agreement with respect to the final Permitted Exceptions and Purchase Price, Buyer shall elect, within fifteen (15) days after the expiration of Seller's Cure Period, to either (i) terminate this Agreement upon the delivery of written notice to Seller, whereupon the Earnest Money Deposit shall be promptly refunded to Buyer, and the parties shall be released from further liability hereunder, or (ii) take title in the condition which Seller is able to deliver. If Buyer makes no such election within the required period, this Agreement shall automatically terminate and, upon the refund of the Deposit to Buyer, the parties shall be released from further liability hereunder.

8. **SELLER'S WARRANTIES:** Seller represents and warrants to Buyer that, as of the date hereof and as of the Closing:

(1) The Property and/or Easement are not the subject of any litigation, nor to Seller's knowledge, is there any threatened litigation with respect to the Property.

(2) To the best of Seller's knowledge there is no pending, contemplated, threatened or anticipated (i) condemnation of any part of the Property and/or Easement, (ii) widening, change of grade or limitation on use of streets, roads or highways abutting the Property and/or Easement, (iii) special tax or assessment to be levied against the Property and/or Easement, (iv) change in the zoning classification of the Property and/or Easement, or (v) change in the tax assessment of the Property and/or Easement.

(3) To the best of Seller's knowledge that: (i) neither the Property and/or Easement, nor any part thereof, is in breach of any law regulating the physical or environmental condition of the Property and/or Easement; and (ii) the Property and/or Easement is free of any materials that could be deemed hazardous or environmentally dangerous or which could trigger a response or remedial action under any law regulating environmental conditions or any existing common law theory based on nuisance or strict liability.

(4) Seller has received no notice that the Property and/or Easement or any part thereof is, and, to the best of its knowledge and belief, no part of the Property and/or Easement is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special regulation.

(5) There are no persons in possession or occupancy of the Property and/or Easement or any part thereof, nor are there any persons who have possessory rights in respect to the Property and/or Easement or any part thereof.

(6) Seller agrees to give prompt written notice to Buyer of any fact that is made known to Seller that would have the effect of making any of the foregoing representations or warranties untrue. Seller's representations and warranties in this Section 8 shall survive the Closing.

9. SURVEY:

Within thirty (30) days following the Effective Date, Buyer shall obtain at Buyer's sole cost and expense, a survey prepared by a licensed Illinois land surveyor of the Property and Easement in accordance with the 2005 ALTA/ACSM/NSPS Minimum Standard Detail Requirements which such survey shall be dated not earlier than the Effective Date and which shall be certified to Buyer and the Title Company (the "Survey").

10. PRORATIONS:

Real Estate taxes, assessments, utilities and rents shall be prorated to the date of Closing. Real estate taxes shall be prorated based on one hundred five percent (105%) of the most recent ascertainable bill. Seller and Buyer acknowledge that the Property is currently classified as exempt in the records of the Cook County, Illinois Assessor.

11. RESERVED.

12. POSSESSION:

Seller shall deliver to Buyer possession of the Property and Easement at Closing.

13. LIABILITY:

Seller hereby acknowledges the intended use of the Property and Easement by Buyer for the location, construction, and operation of a railroad or railroad facilities. In the event Seller is the owner of land adjacent to the Property, Seller shall release Buyer, its successors and assigns,

from all claims for damages which Seller may have by reason of any reduction in use and enjoyment and inconveniences, including noise, vibrations and odors, which may result from Buyer's use of the Property and Easement. This provision shall survive Closing and shall not be merged into the deed of conveyance.

14. DAMAGE BY FIRE, ETC.:

This Agreement is further conditioned upon delivery of the improvements, if any, in their present condition, and in event of material damage by fire or otherwise before Closing, Buyer may declare the Agreement void whereupon the Deposit shall be returned to Buyer.

15. CLOSING:

The Closing shall take place on a date mutually acceptable to Buyer and Seller not later than thirty (30) days after the Effective Date (the "Closing Date") at the office of Title Company in Chicago, Illinois, or as extended pursuant to Section 7 herein.

16. CLOSING COSTS:

(a) **Seller's Expenses.** Seller shall pay expenses of or relating to clearing any Unpermitted Exceptions, including the cost of recording any releases with respect to Unpermitted Exceptions, and state and county real estate transfer fees, if applicable, normally and customarily paid by sellers of real estate or which are otherwise provided to be paid by the Seller hereunder.

(b) **Buyer's Expenses.** Buyer shall pay all title charges and expenses of or relating to the Title Commitment, the Title Policy, the Survey, the cost of any endorsements to the Title Policy required or desired by Buyer, escrow closing costs, the cost of recording the deed and easement documents, municipal real estate transfer fee (if any), and all other expenses normally and customarily paid by purchasers of real estate generally or which are otherwise provided to be paid by Buyer hereunder.

17. TRANSACTIONS AND ENCUMBRANCES AFFECTING THE PROPERTY:

Prior to Closing, Seller shall not do, suffer or permit, or agree to do, any of the following:

(1) enter into any other transaction or agreement in respect to or affecting the Property and/or Easement other than between the Seller and Buyer; or

(2) sell, encumber or permit the existence of an encumbrance or grant any interest in the Property and/or Easement or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act which might diminish or otherwise affect Buyer's interest under this Agreement or in or to the Property and/or Easement or which will prevent Seller's full performance of its obligations hereunder.

18. BUYER'S OPTION TO REACQUIRE:

Buyer and Seller mutually acknowledge that Buyer's intended use of the Property and Easement is for the construction, operation and use of railroad trackage and appurtenances thereto, as shown on **EXHIBIT A**, servicing Buyer's, and/or its affiliates, existing rail lines situated adjacent to or in the vicinity of the Property and Easement. Following the Closing Date and prior to the exercise of the Option described below, on a one time basis, Buyer shall, at Buyer's sole cost and expense, and in coordination with the Seller, grub and clear brush (in compliance with federal, state, and local codes) over that portion of the Property located south of North Street, and east of the proposed water tower access road, as depicted in **EXHIBIT I**, attached hereto and incorporated herein by reference, and legally described in **EXHIBIT J**, attached hereto and incorporated herein by reference (the "Option Parcel"), less and except the easternmost 50 feet, in equal width, of the Property that shall remain in its native state. Buyer shall grub and clear brush on the Option Parcel in accordance with the Seller's direction as to which vegetation shall be left in place.

Following the completion of the Construction Period (as defined in Article 3 of the Parking Lot Reconstruction Agreement, executed this same date), Buyer grants to Seller the exclusive right to exercise an option to reacquire the Option Parcel depicted in **EXHIBIT I** legally described in **EXHIBIT J**. Seller's exercise of the option shall be in the form marked **EXHIBIT K**, attached hereto and made a part hereof. Buyer shall not transfer, sell, assign and/or otherwise encumber the Option Parcel at any time.

The provisions as set forth in this Section 18 shall be binding upon the Buyer and Seller, and their respective successors and assigns, and shall survive the Closing of this transaction.

19. BROKERS:

Seller and Buyer warrant and represent to each other that no real estate broker or agent was involved in the procurement of this transaction. Seller shall indemnify Buyer against any claim of any other broker claiming by, through or under Seller. Buyer shall indemnify Seller against any claim of any other broker claiming by, through or under Buyer.

20. ASSIGNMENT:

This Agreement may be assigned by Buyer with the prior written consent of the Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer may assign this Agreement to one or more entities owned or controlled by Buyer or its shareholders for the purpose of taking title to the Property and Easement without the prior written consent of the Seller.

21. DEFAULT:

(1) In the event of a default by Buyer under this Agreement, which is not cured by Buyer within ten (10) business days after written notice thereof to Buyer by Seller, Seller may elect to terminate this Agreement by delivery of notice to Buyer. Seller agrees that Seller's sole remedy with respect to Buyer's default hereunder shall be termination of this Agreement and

Seller may retain the Deposit as liquidated damages and just compensation, and not as a penalty or forfeiture.

(2) In addition to this Agreement and the exhibits attached hereto, the following agreements are effective as of the Effective Date of this Agreement between Buyer, or Buyer's subsidiaries or other entities related to Buyer, and Seller: (a) Parking Lot Reconstruction Agreement; (2) Voluntary Mitigation Agreement; and (3) Orchard Drive Underpass Supplemental Agreement (collectively the "Other Agreements"). In the event of a default by Buyer of any provision or term of the Other Agreements requiring the payment of a specified sum within thirty (30) days of the effective date of the Other Agreements, any time period(s) set forth herein shall be tolled until such default is cured.

(3) In the event of a default by Seller under this Agreement, Buyer may elect to (a) terminate this Agreement by delivery of notice to Seller and to receive an immediate return of the Deposit, if any, and reimbursement for any reasonable third-party expenses incurred by Buyer as agreed upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement, (b) exercise the remedy of specific performance or (c) pursue any and all other rights and remedies available to it at law or in equity. Seller agrees that Buyer shall have no obligation to post a bond if Buyer seeks an action for specific performance against Seller.

22. NOTICE:

(1) All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by facsimile telecommunications (followed by next day overnight delivery service), by overnight air express service, or by U.S. registered or certified mail, postage prepaid and return receipt requested, in each case addressed to the parties hereto at their respective addresses set forth below:

To the Seller:
Thomas K. Mick, Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Fax: (708) 503-8560

With copies to:
Paul L. Stephanides
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
24 West Cass Street
5th Floor
Joliet, Illinois 60432-0450
Fax: (815) 722-0450

To the Buyer: Mike Deegan
Sr. Manager – Bus. Dev. And Real Estate
CN
17641 S. Ashland Avenue
Homewood, IL 60430
Fax: (708) 332-3580

With copies to: Tom Healey
Counsel – Regulatory
CN
17641 S. Ashland Avenue
Homewood, IL 60430
Fax: (708) 332-4361

(2) Except as otherwise provided herein, notice served by certified mail or regular mail shall be effective on the third (3rd) business day following the date of mailing.

(3) Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

23. CHOICE OF LAW:

This Agreement shall be construed and interpreted under the laws of the State of Illinois. The Seller and the Buyer agree that the proper venue with respect to any litigation in connection with this Agreement shall be in the County of Cook, State of Illinois.

24. AS IS CONDITION:

Except as otherwise set forth in this Agreement, the Property and the Easement are being sold in an **"AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS"** as of the Effective Date and as of the Closing. Except as expressly set forth in this Agreement, no representations have been made or are made, and no responsibility has been or is assumed by the Seller or the Buyer, as the case may be, or by any officer, director, board member, employees, agents or volunteers, attorney, or representative acting or purporting to act on behalf of the parties as to the condition or repair of the Property or the Easement or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Property or the Easement or the condition, repair, value, expense of operation or income potential of the Property or the Easement or any portion thereof. The parties acknowledge and agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged into this Agreement and the Exhibits attached hereto, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other. except as otherwise provided in Section 8 herein, the Seller does not make any representations or warranties as to whether the Property or the Easement contain asbestos or any

hazardous materials or harmful or toxic substances, or pertaining to the extent, location or nature of same, if any. Further, to the extent that the Seller has provided information to the other party hereto from any inspection, engineering or environmental reports concerning asbestos or any hazardous materials or harmful or toxic substances, the Seller does not make any representations or warranties with respect to the accuracy or completeness, methodology of preparation, or otherwise concerning the contents of such reports. Buyer acknowledges that Seller has requested that the Buyer inspect the Property and Easement fully and carefully and investigate all matters relevant thereto, and that Buyer relies solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer, rather than any information that may have been provided by the Seller to the Buyer.

25. TIME OF THE ESSENCE:

The parties hereto acknowledge that time is of the essence for each time and date specifically set forth in this Agreement.

26. BINDING EFFECT:

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors, and assigns, except as otherwise provided herein.

27. COUNTERPARTS:

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement; provided, however, that each of the counterparts shall have been executed by the parties hereto.

28. BUSINESS DAYS:

(1) Business days as used in this Agreement are defined as Monday through Friday, excluding federal holidays, unless otherwise provided.

(2) If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or federal holiday, then the final day of the period or the date of such performance shall be extended to the next business day.

29. NON-WAIVER:

(1) Except as herein expressly provided, no waiver by a party of any breach of this Agreement by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows of such breach at the time it accepts such payment or performance.

(2) No failure or delay by a party to exercise any right it may have by reason of the default of any other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

30. AMENDMENTS AND MODIFICATIONS:

No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

31. APPROVALS AND CONSENTS:

(1) Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder may not be unreasonably withheld, conditioned, or delayed.

(2) The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be reasonably necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

32. THIRD PARTIES:

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Seller and the Buyer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Seller or the Buyer, nor shall any provision give any third parties any rights or subrogation or action over or against either the Seller or the Buyer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

33. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED:

Nothing in this Agreement, or any actions of the parties to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

34. NO PERSONAL LIABILITY OF SELLER'S OFFICIALS:

No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, officer, partner, member, director, agent, employee, consultant or attorney of the Seller in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Seller shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

35. SEVERABILITY:

If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

36. PRESUMPTION OF DRAFTMANSHIP:

This Agreement shall be deemed to have been negotiated by and between the parties such that no presumption of draftsmanship shall inure to the detriment or benefit to either party.

37. AUTHORITY TO EXECUTE:

The Seller is a home-rule community under the laws of the State of Illinois and enters into this Agreement pursuant to such authority and by exercise of its home-rule powers. The Seller hereby warrants and represents to the Buyer that the person executing this Agreement on its behalf has been properly authorized to do so by its Mayor and Board of Trustees. The Buyer represents and warrants that it: (1) has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein; (2) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (3) neither the execution of this Agreement nor the performance of the obligations assumed by, as applicable, the Buyer hereunder will (i) result in a breach or default under any agreement to which the Buyer is a part; or (ii) violate any statute, law, restriction, court order, or agreement to which the Buyer is subject.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year indicated below.

BUYER

Illinois Central Railroad Company, an Illinois corporation

By: Eric T. Jakubowski
Printed name: ~~Michael F. Deegan~~
Title: ~~Regional Manager-Southern Region~~ Director
~~Business Development and Real Estate~~ Eric T. Jakubowski

Dated: September 23, 2009

ATTEST:

By: Thomas J. Healey
Printed Name: Thomas J. Healey
Title: Counsel - Regulatory

Dated: 9-23, 2009

SELLER

Village of Park Forest, Illinois

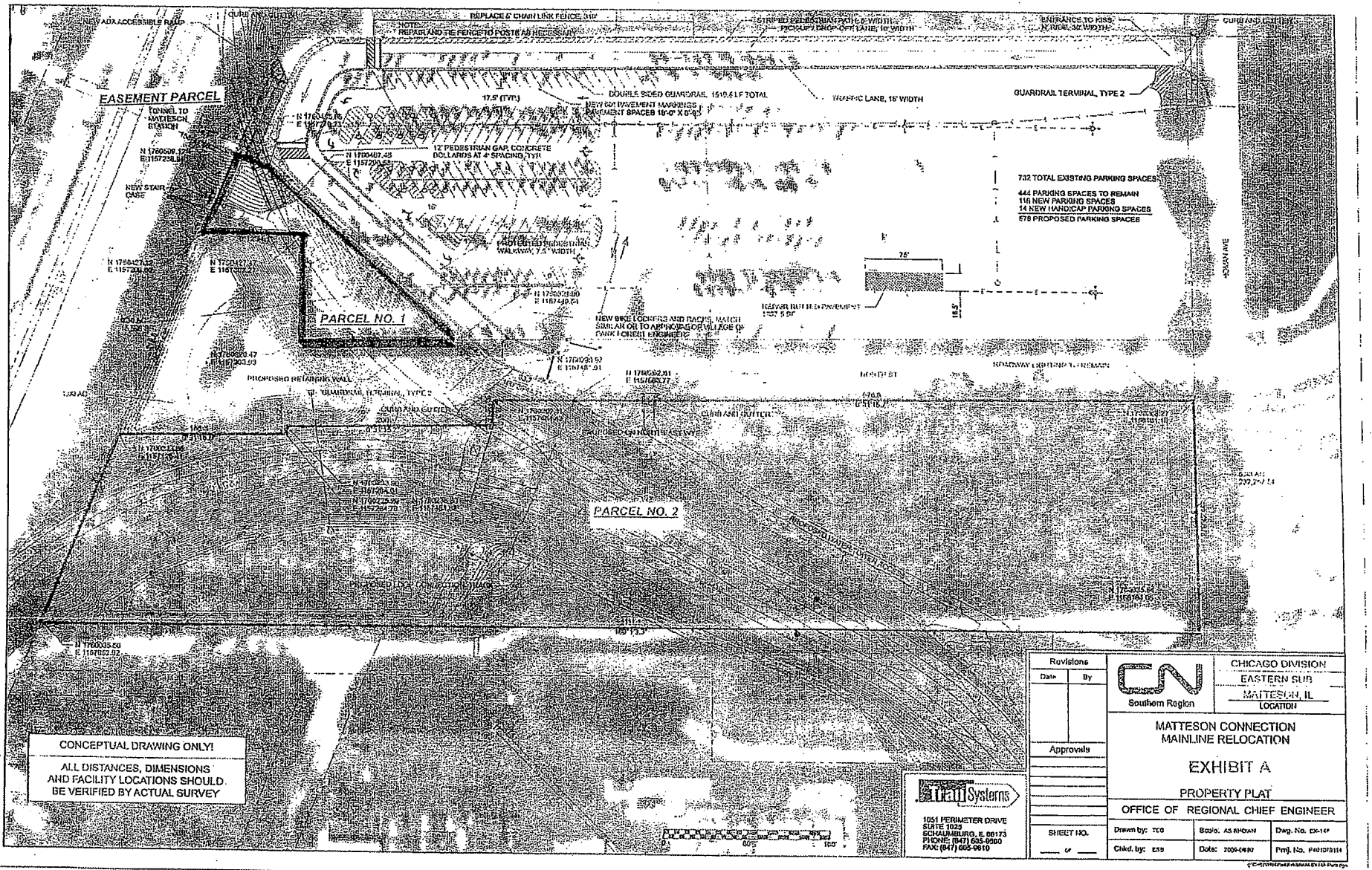
By: Thomas K. Mick
Printed Name: Thomas K. Mick
Title: Village Manager

Dated: September 23, 2009

ATTEST:

By: Sheila McGann by Sandra Black Deputy Clerk
Printed Name: Sheila McGann
Title: Village Clerk

Dated: September 23, 2009



Revisions	
Date	By
Approvals	
SHEET NO. ___ of ___	

CN Southern Region

CHICAGO DIVISION
EASTERN SUB
MATTESON, IL
LOCATION

MATTESON CONNECTION
MAINLINE RELOCATION

EXHIBIT A

PROPERTY PLAT

OFFICE OF REGIONAL CHIEF ENGINEER

Drawn by: TCO	Scale: AS SHOWN	Dwg. No. EX-14F
Chkd. by: ESB	Date: 2009-04-07	Proj. No. P401078114

TrailSystems
1051 PERIMETER DRIVE
SUITE 1025
SCHAUMBURG, IL 60173
PHONE: (847) 605-9500
FAX: (847) 605-9610

EXHIBIT B

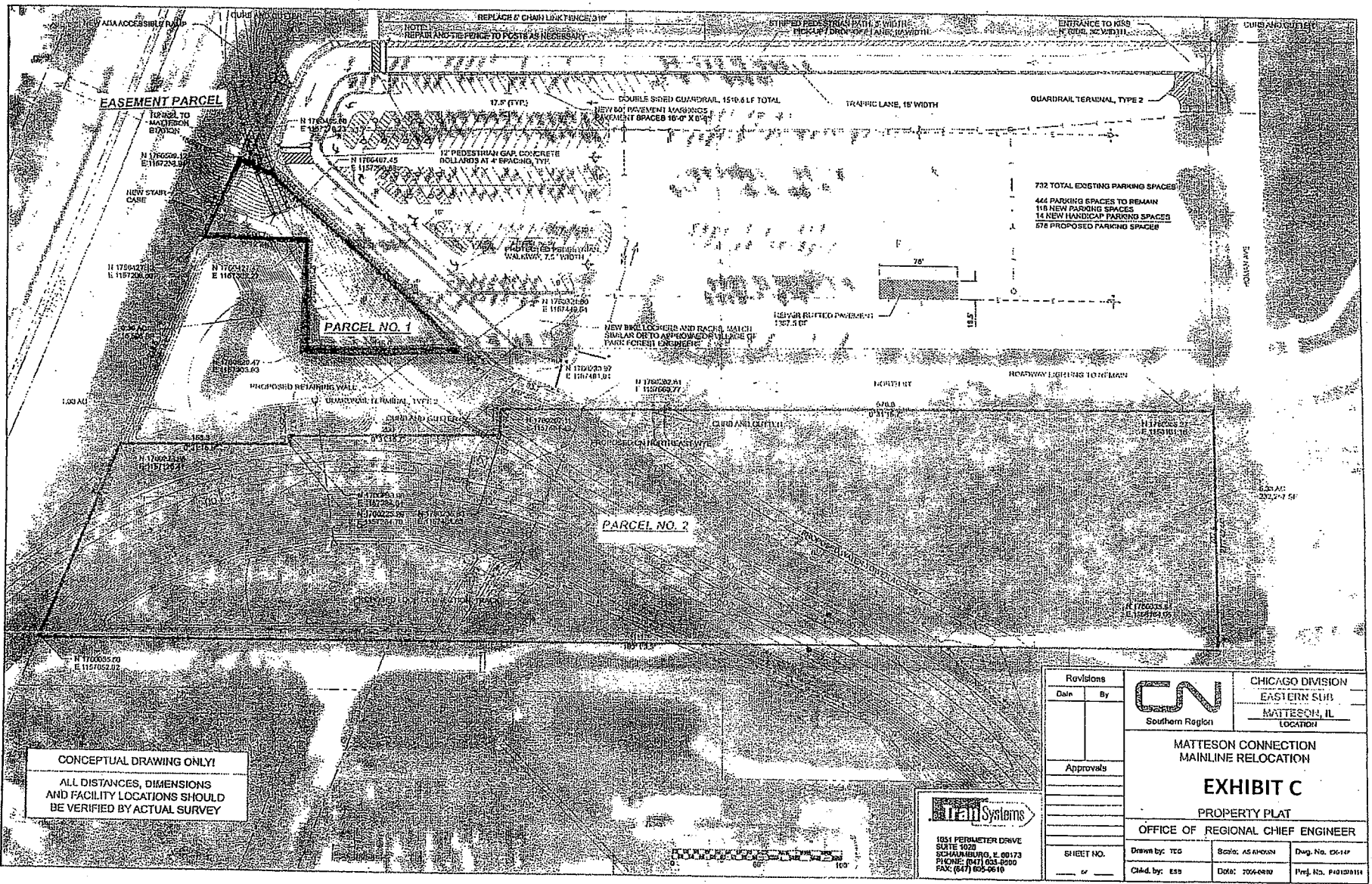
LEGAL DESCRIPTION

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE SOUTHEASTERLY LINE OF RIGHT-OF-WAY OF ILLINOIS CENTRAL RAILROAD COMPANY AND NORTHERLY OF A LINE WHICH IS PARALLEL TO AND DISTANT 583 FEET SOUTHERLY BY RECTANGULAR MEASUREMENT FROM THE NORTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL SOUTH 89 DEGREES 29 MINUTES 13 SECONDS WEST A DISTANCE OF 1116.76 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF ILLINOIS CENTRAL RAILROAD, THENCE NORTHEASTERLY ALONG SAID RAILROAD RIGHT-OF-WAY 21 DEGREES 27 MINUTES 55 SECONDS EAST A DISTANCE OF 202.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF NORTH STREET, THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 89 DEGREES 24 MINUTES 14 SECONDS EAST A DISTANCE OF 360.28 FEET, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 00 DEGREES 35 MINUTES 46 SECONDS WEST A DISTANCE OF 20.00 FEET, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 89 DEGREES 24 MINUTES 14 SECONDS EAST A DISTANCE OF 680.00 FEET TO EAST LINE OF THE WEST HALF OF NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13 EAST, THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 44 MINUTES 41 SECONDS EAST A DISTANCE OF 209.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.972 ACRES OF LAND MORE OR LESS.

P.I.N. Part of 31-26-200-002-0000

Property Address: 21623 Front Street, Matteson, Illinois 60433



Revisions	
Date	By
Approvals	
SHEET NO. ___ of ___	

TranSystems
1051 PERIMETER DRIVE
SUITE 1020
SCHAUMBURG, IL 60173
PHONE: (847) 605-9500
FAX: (847) 605-9610

CN Southern Region

CHICAGO DIVISION
EASTERN SUB
MATTESON, IL
LOCATION

MATTESON CONNECTION
MAINLINE RELOCATION

EXHIBIT C

PROPERTY PLAT

OFFICE OF REGIONAL CHIEF ENGINEER

Drawn by: TEG	Scale: AS SHOWN	Dwg. No. EX-14F
Chkd. by: ESB	Date: 2009-08-10	Proj. No. P4010/0114

EXHIBIT D

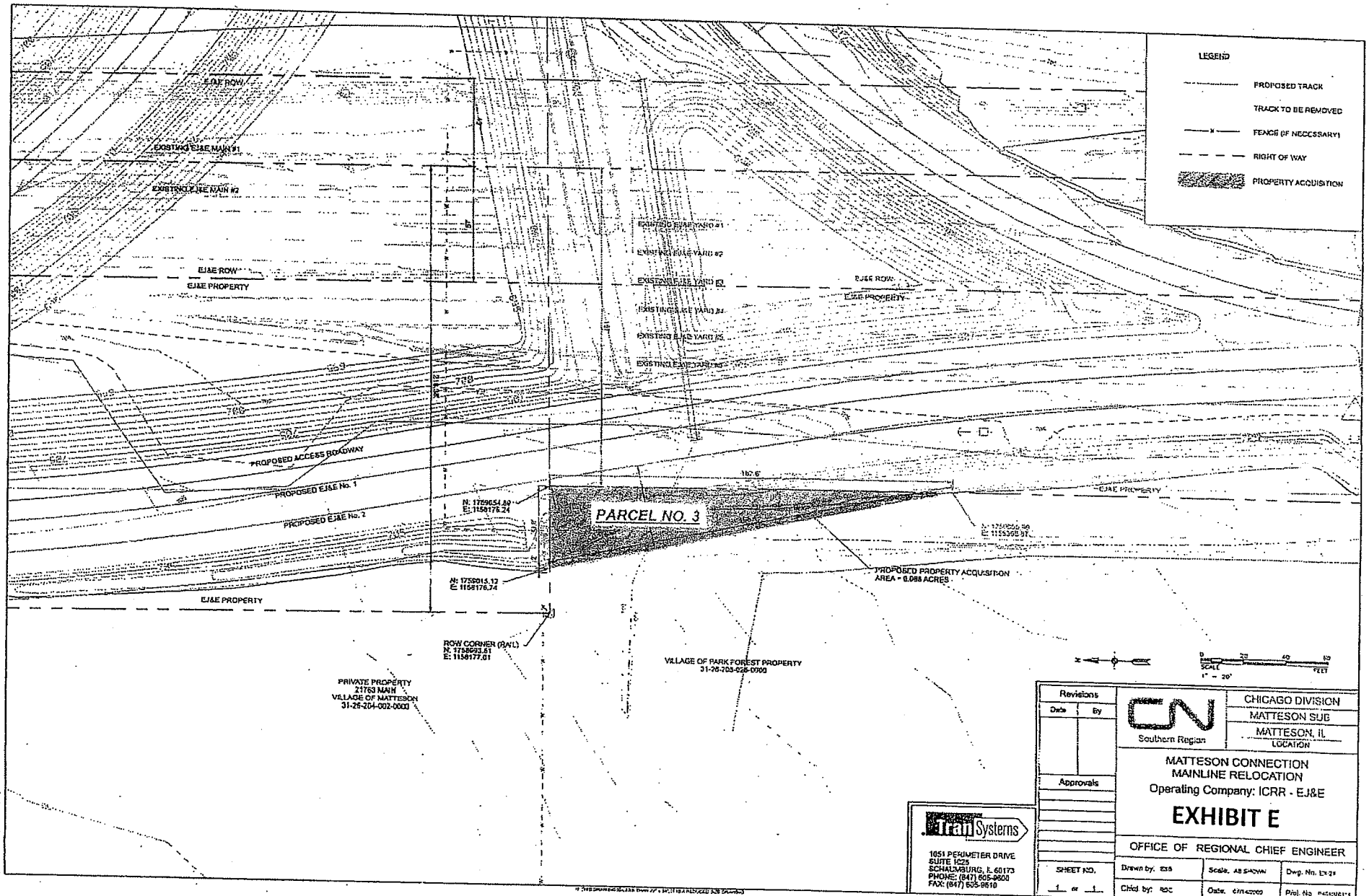
LEGAL DESCRIPTION

RAILROAD RIGHT-OF-WAY NORTH 21 DEGREES 27 MINUTES 55 SECONDS EAST A DISTANCE PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE SOUTHEASTERLY LINE OF RIGHT-OF-WAY OF ILLINOIS CENTRAL RAILROAD COMPANY AND NORTHERLY OF A LINE WHICH IS PARALLEL TO AND DISTANT 583 FEET SOUTHERLY BY RECTANGULAR MEASUREMENT FROM THE NORTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL SOUTH 89 DEGREES 29 MINUTES 13 SECONDS WEST A DISTANCE OF 1116.76 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF ILLINOIS CENTRAL RAILROAD, THENCE NORTHEASTERLY ALONG SAID OF 413.68 FEET TO THE NORTHERLY RIGHT-OF-WAY OF NORTH STREET AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID ILLINOIS CENTRAL RIGHT-OF-WAY NORTH 21 DEGREES 27 MINUTES 55 SECONDS EAST A DISTANCE OF 96.48 FEET; THENCE SOUTH 68 DEGREES 33 MINUTES 53 SECONDS EAST A DISTANCE OF 38.40 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES 02 SECONDS EAST A DISTANCE OF 2.21 FEET; THENCE SOUTH 43 DEGREES 02 MINUTES 47 SECONDS EAST A DISTANCE OF 32.67 FEET; THENCE SOUTH 46 DEGREES 24 MINUTES 07 SECONDS EAST TO THE NORTH RIGHT-OF-WAY OF NORTH STREET A DISTANCE OF 227.80 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 89 DEGREES 24 MINUTES 14 SECONDS WEST A DISTANCE OF 161.79 FEET; THENCE NORTH 26 DEGREES 45 MINUTES 42 SECONDS WEST A DISTANCE OF 58.49 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 46 SECONDS WEST A DISTANCE OF 57.51 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 14 SECONDS WEST A DISTANCE OF 99.67 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF MATTESON, COOK COUNTY, ILLINOIS.

CONTAINING 0.405 ACRES OF LAND MORE OR LESS.

P.I.N. Part of 31-26-200-002-0000

Property Address: 21623 Front Street, Matteson, Illinois 60433



Revisions	
Date	By

Approvals

SHEET NO. 1 of 1

Train Systems
1051 PERIMETER DRIVE
SUITE 1025
SCHAUMBURG, IL 60173
PHONE: (847) 605-9600
FAX: (847) 605-9610

CN Southern Region

CHICAGO DIVISION
MATTESON SUB
MATTESON, IL
LOCATION

MATTESON CONNECTION
MAINLINE RELOCATION
Operating Company: ICRR - EJ&E

EXHIBIT E

OFFICE OF REGIONAL CHIEF ENGINEER

Drawn by: ESS	Scale: AS SHOWN	Dwg. No. EX-E
Chkd by: RDC	Date: 07/14/2009	Proj. No.

EXHIBIT F

LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 31 MINUTES 36 SECONDS WEST ALONG THE SOUTHERLY LINE OF NORTHEAST QUARTER OF SECTION 26 A DISTANCE OF 1336.36 FEET TO THE WEST LINE OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 36 MINUTES 19 SECONDS WEST ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26 A DISTANCE OF 1176.25 FEET TO A POINT 200 FEET SOUTHERLY AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26 FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 31 MINUTES 41 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 212.63 FEET; THENCE SOUTH 78 DEGREES 55 MINUTES 46 SECONDS WEST A DISTANCE OF 216.23 FEET TO A POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 36 MINUTES 19 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 39.77 FEET TO THE POINT OF BEGINNING IN THE VILLAGE OF PARK FOREST, COOK COUNTY, ILLINOIS.

CONTAINING 0.097 ACRES OF LAND MORE OR LESS.

P.I.N. Part of 31-26-205-025-0000

Property Address: Vacant Land, Park Forest, Illinois 60466

EXHIBIT G

PROPERTY ADDRESS:
21623 Front Street
Matteson, Illinois 60433

P.I.N. Part of 31-26-200-002-0000

Return to:

Village Clerk
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

(for recorder's use only)

EASEMENT AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND THE ILLINOIS CENTRAL RAILROAD COMPANY

THIS EASEMENT AGREEMENT is entered into this 9th day of October, 2009, by and between the VILLAGE OF PARK FOREST, an Illinois municipal corporation (hereinafter referred to as "GRANTOR") and the ILLINOIS CENTRAL RAILROAD COMPANY, an Illinois corporation (hereinafter referred to as "GRANTEE").

RECITALS

WHEREAS, GRANTOR is the owner of certain real property legally described in Exhibit A, and depicted in Exhibit B, both attached hereto and incorporated herein by reference (hereinafter referred to as the "EASEMENT PREMISES"); and

WHEREAS, GRANTEE wishes to construct, install, operate, maintain, repair and replace an overhead bridge and embankment to support GRANTEE'S trackage, signals and communications and all appurtenances thereto which shall be located on, over and across property owned and maintained by GRANTOR at GRANTEE'S sole cost and expense; and

WHEREAS, GRANTOR has agreed to grant GRANTEE a permanent easement for the purposes set forth herein on the EASEMENT PREMISES.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties hereby agree that:

1. RECITALS INCORPORATED. The foregoing recitals are incorporated herein by reference as though fully set forth.

2. EASEMENT GRANT. GRANTOR grants to GRANTEE a permanent easement on, over, and across the EASEMENT PREMISES, legally described in Exhibit A and depicted in Exhibit B for the purposes of construction, installation, operation, maintenance, repair, replacement, and removal of an overhead bridge and embankment to support GRANTEE'S trackage, signals and communications and all appurtenances thereto ("FACILITIES"). GRANTOR shall honor the easement rights of the GRANTEE provided for in this Agreement, and the GRANTOR and its officers, employees, agents or independent contractors shall not harm or damage GRANTEE'S FACILITIES located within the EASEMENT PREMISES. Any construction work, maintenance or repairs undertaken pursuant to this paragraph by GRANTEE shall not interfere with GRANTOR'S operations to the maximum practicable extent. GRANTOR shall not unreasonably restrict or withhold the grant of temporary construction easements to GRANTEE for the purposes of construction, installation, operation, maintenance, repair, replacement, relocation and removal of GRANTEE'S FACILITIES.

3. EASEMENT USE. GRANTOR further grants to GRANTEE or any of its officers, agents, representatives, employees, licensees, successors, or assigns the perpetual right, privilege and authority to enter upon the EASEMENT PREMISES, either by vehicle or on foot to survey, construct, reconstruct, test, repair, inspect, maintain, renew, operate, and remove its FACILITIES, together with the right of access across GRANTOR'S property for necessary workers and equipment to do any of the required work.

4. EASEMENT CONDITIONS. This grant of easement shall be subject to the following conditions:

a) No permanent buildings shall be constructed or placed on the EASEMENT PREMISES without GRANTEE'S express permission.

b) No landscaping, gardens shrubs, driveways, parking lots, ingress and egress roadways on the EASEMENT PREMISES shall be constructed by GRANTOR that would now or later conflict with the aforesaid uses or rights of GRANTEE.

c) GRANTEE shall have the right from time-to-time to clear all obstructions from the surface and subsurface as may be required incident to the grant herein given on the EASEMENT PREMISES that interfere with the operation or use of its FACILITIES and to excavate and deposit earthwork on the EASEMENT PREMISES, but GRANTEE shall have the duty to restore the surface(s) as set forth in paragraph five (5) below.

d) GRANTEE shall have the right to cut, trim, or remove any shrubs or other plants within the areas designated EASEMENT PREMISES which interfere with the construction, installation, reconstruction, repair, removal, replacement, maintenance, or operation of its FACILITIES thereon.

e) All construction by any entity within the EASEMENT PREMISES shall be performed in accordance with the various requirements of municipal, county, state, and federal laws, ordinances, and regulations.

f) GRANTOR reserves the right of access across the EASEMENT PREMISES.

g) GRANTOR shall not grant any future easement or access rights to another entity for the EASEMENT PREMISES without GRANTEE'S approval.

h) GRANTEE'S use of the EASEMENT PREMISES shall include the right to admit other railroad companies to operate over the EASEMENT PREMISES.

l) GRANTEE shall have the right to erect, maintain and use electrical, signal and communications equipment on the EASEMENT PREMISES.

j) GRANTEE shall have the right to do or have done all actions in furtherance of operation of a common carrier railroad system, all in compliance with applicable federal, state and local statutes, necessary or desirable for GRANTEE'S use of the EASEMENT PREMISES as set forth herein

5. RESTORATION. GRANTEE or its designees shall upon the completion of any work authorized by this grant, restore the surface(s) of the EASEMENT PREMISES to the same or better condition than that which existed prior to the beginning of any work, including the replacement of any turf areas, driveways, sidewalks, parking lot pavement and ingress and egress roadway pavement. GRANTEE shall not be responsible for the replacement or restoration of landscaping (other than turf areas), gardens, shrubs, or trees removed or disturbed during the reasonable exercise of its construction, maintenance and repair activities within the EASEMENT PREMISES.

6. CONSTRUCTION FENCING. Prior to beginning any substantial construction or maintenance work authorized by this Agreement, GRANTEE shall erect a temporary construction fence around the EASEMENT PREMISES and any temporary construction easement area(s) to ensure that all construction or maintenance activities are confined within the EASEMENT PREMISES and any temporary construction easement area(s) until such time as said construction or maintenance activities are completed.

7. CONSTRUCTION LIMITED TO EASEMENT PREMISES. During the construction, maintenance or repair of GRANTEE'S FACILITIES authorized by this Agreement, all work activity shall be confined within the EASEMENT PREMISES and any temporary construction easement area(s), including but not limited to, the movement and storage of equipment and materials. All debris resulting from the construction, maintenance or repair

activities shall be legally disposed of from GRANTOR'S property. No construction personnel shall be permitted on GRANTOR'S property outside the EASEMENT PREMISES and any temporary construction easement area(s) while engaged in construction, maintenance or repair activities.

8. NOTICE OF CONSTRUCTION WORK, MAINTENANCE OR REPAIRS. GRANTEE shall notify GRANTOR in writing at least forty-eight (48) hours in advance of any construction work, maintenance or repairs to be undertaken upon the EASEMENT PREMISES, except in the event that emergency repairs are required within the EASEMENT PREMISES. Any notice required to be given pursuant to this paragraph, or by this Agreement, shall be by personal delivery, a nationally recognized overnight delivery service, or facsimile as follows:

To GRANTOR: Thomas K. Mick, Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Fax: (708) 503-8560

To GRANTEE: Mike Deegan
Regional Manager – Southern Region
Business Development & Real Estate
CN
17641 S. Ashland Avenue
Homewood, IL 60430
Fax: (708) 332-3580

All notices shall be deemed given upon the time of delivery or transmission by facsimile. Either party by notice to the other may change or add persons and places where notices are to be sent or delivered pursuant to the provisions of this paragraph.

9. HOLD HARMLESS. GRANTEE shall indemnify, defend and hold GRANTOR harmless from any and all claims, causes of actions, damages, lawsuits and/or administrative proceedings, including attorney's fees, costs and expenses, now or hereafter existing and resulting from GRANTEE'S construction, installation, operation, maintenance, repair, replacement, and removal of GRANTEE'S FACILITIES on the EASEMENT PREMISES or any

modification of the EASEMENT PREMISES. Further, GRANTEE shall not permit any liens to be placed on the EASEMENT PREMISES or other property of GRANTOR resulting from the installation, repair, replacement, modification, or maintenance of GRANTEE'S FACILITIES on the EASEMENT PREMISES, and will immediately cause such liens to be extinguished.

10. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all parties to this Agreement.

11. COVENANT RUNNING WITH THE LAND. This easement and the promises contained in this Agreement shall be a covenant running with the land and shall be binding upon GRANTEE, GRANTOR and any of their lessees, successors in interest, heirs, tenants, devisees and assigns from and after the date of execution by the parties hereto.

12. LAW GOVERNING. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

13. TERMINATION. The easement granted by this Agreement and the promises and obligations contained herein shall terminate and expire if for any reason GRANTEE serves notice upon GRANTOR pursuant to paragraph eight (8) above that it no longer intends to use the EASEMENT PREMISES for the purposes herein set forth.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS]

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

GRANTOR – VILLAGE OF PARK FOREST

Attest:

By: _____ By: _____
Thomas K. Mick Paul L. Stephanides
Village Manager Attorney

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by Thomas K. Mick and Paul L. Stephanides, this _____ day of _____, 2009, A.D.

- NOTARY SEAL -

Notary Public

GRANTEE - THE ILLINOIS CENTRAL RAILROAD COMPANY

Attest:

By: _____ By: _____
(Print Name) (Print Name)
(Title) (Title)

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by _____ and _____, this _____ day of _____, 2009, A.D.

- NOTARY SEAL -

Notary Public

This instrument was prepared by: Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd, 24 West Cass Street, 5th Floor, Joliet, Illinois 60432

Z:\PLS\Village of Park Forest\CN\Final Agreements\Facilities Easement 10-08-09.doc

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT PREMISES

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE SOUTHEASTERLY LINE OF RIGHT-OF-WAY OF ILLINOIS CENTRAL RAILROAD COMPANY AND NORTHERLY OF A LINE WHICH IS PARALLEL TO AND DISTANT 583 FEET SOUTHERLY BY RECTANGULAR MEASUREMENT FROM THE NORTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL SOUTH 89 DEGREES 29 MINUTES 13 SECONDS WEST A DISTANCE OF 1116.76 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF ILLINOIS CENTRAL RAILROAD, THENCE NORTHEASTERLY ALONG SAID RAILROAD RIGHT-OF-WAY NORTH 21 DEGREES 27 MINUTES 55 SECONDS EAST A DISTANCE OF 510.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 21 DEGREES 27 MINUTES 55 SECONDS EAST A DISTANCE OF 106.46 FEET; THENCE SOUTH 21 DEGREES 45 MINUTES 32 SECONDS EAST A DISTANCE OF 30.86 FEET; THENCE SOUTH 23 DEGREES 18 MINUTES 03 SECONDS WEST A DISTANCE OF 60.14 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES 02 SECONDS EAST A DISTANCE OF 30.62 FEET; THENCE NORTH 68 DEGREES 33 MINUTES 53 SECONDS WEST A DISTANCE OF 38.40 FEET TO THE POINT OF BEGINNING IN THE VILLAGE OF MATTESON, COOK COUNTY, ILLINOIS.

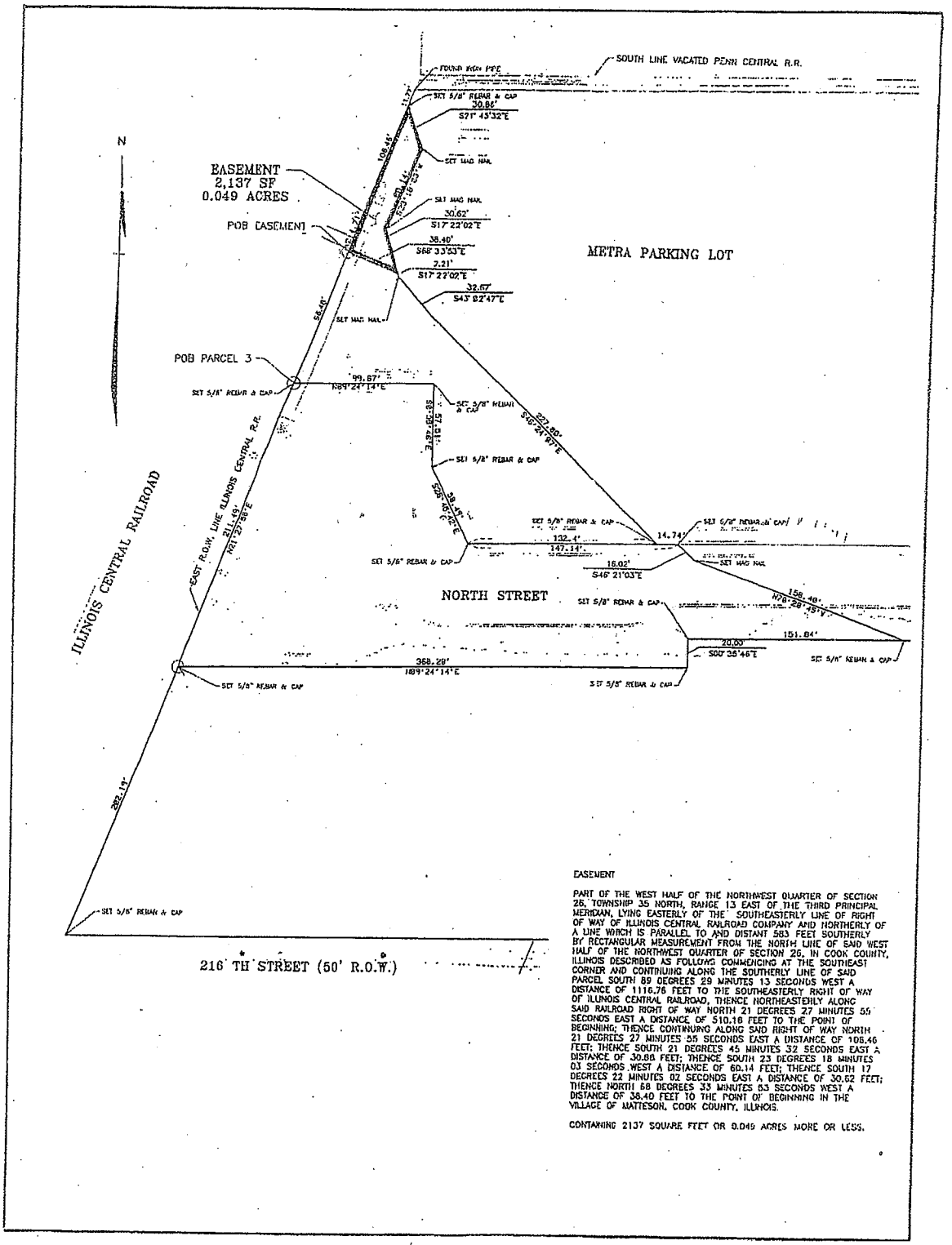
CONTAINING 0.049 ACRES OF LAND MORE OR LESS

P.I.N. Part of 31-26-200-002-0000

Property Address: 21623 Front Street, Matteson, Illinois 60433

EXHIBIT B

DEPICTION OF EASEMENT PREMISES



EASEMENT

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE SOUTHEASTERLY LINE OF RIGHT OF WAY OF ILLINOIS CENTRAL RAILROAD COMPANY AND NORTHERLY OF A LINE WHICH IS PARALLEL TO AND DISTANT 583 FEET SOUTHERLY BY RECTANGULAR MEASUREMENT FROM THE NORTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHEAST CORNER AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL SOUTH 89 DEGREES 29 MINUTES 13 SECONDS WEST A DISTANCE OF 1116.76 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF ILLINOIS CENTRAL RAILROAD, THENCE NORTHEASTERLY ALONG SAID RAILROAD RIGHT OF WAY NORTH 21 DEGREES 27 MINUTES 55 SECONDS EAST A DISTANCE OF 510.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 21 DEGREES 27 MINUTES 55 SECONDS EAST A DISTANCE OF 106.46 FEET; THENCE SOUTH 21 DEGREES 45 MINUTES 32 SECONDS EAST A DISTANCE OF 30.86 FEET; THENCE SOUTH 23 DEGREES 18 MINUTES 03 SECONDS WEST A DISTANCE OF 60.14 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES 02 SECONDS EAST A DISTANCE OF 30.62 FEET; THENCE NORTH 68 DEGREES 33 MINUTES 53 SECONDS WEST A DISTANCE OF 38.40 FEET TO THE POINT OF BEGINNING IN THE VILLAGE OF MATTESON, COOK COUNTY, ILLINOIS.

CONTAINING 2137 SQUARE FEET OR 0.049 ACRES MORE OR LESS.

EXHIBIT H

PROPERTY ADDRESS:

21623 Front St.
Matteson, IL

P.I.N. 31-26-200-002-0000

RETURN TO:

Village Clerk
Village of Park Forest
350 Victory Drive
Park Forest, IL 60466

OPTION AGREEMENT

This Agreement is made as of the effective date of 23rd day of September, 2009.

BETWEEN:

Illinois Central Railroad Company
an Illinois corporation
17641 S. Ashland Avenue
Homewood, Illinois 60430

("**ICRR**")

- and -

Village of Park Forest, Illinois
an Illinois municipal corporation
350 Victory Lane
Park Forest, Illinois 60466

("**Village**")

RECITALS:

A. ICRR is the owner of certain real estate situated in the Village of Matteson, Cook County, Illinois, substantially as shown on the plat labeled **EXHIBIT A**, attached hereto and made a part hereof, together with all improvements thereon and substantially legally

described in **EXHIBIT B**, attached hereto and made a part hereof (the "**Property**");

B. Village desires the option to acquire the Property as more particularly set out in this Agreement.

IT IS AGREED:

1.0 Option

1.1 ICRR hereby grants to the Village an irrevocable and exclusive option (the "**Option**") to acquire all of ICRR's right, title and interest in and to the Property and all improvements thereon.

2.0 Option Price

2.1 In consideration for the granting of the Option, the Village shall pay ICRR the sum of one $1.00 (the "**Option Price**") on the execution of this Agreement.

3.0 Term

3.1 Unless extended by mutual written consent of both parties, the Option shall begin upon the completion of the Construction Period set forth in Article 3 of the Parking Lot Reconstruction Agreement between the parties and shall expire if not exercised one (1) year thereafter (the "**Option Period**").

4.0 Exercise of Option

4.1 The Village may exercise the Option at any time during the Option Period by service written notice pursuant to the terms of the Real Estate Sale and Easement Agreement between the parties effective as of the effective date of this Option Agreement, incorporated herein as though fully set forth. The Village and ICRR shall negotiate in good faith a real estate purchase and sale agreement for the transfer of ownership of the Property. The exercise of the Option shall be pursuant to the following terms and conditions:

a. ICRR shall donate and convey its real estate interest in the Property to the Village by Special Warranty Deed, subject to covenants, conditions, easements, restrictions, and standard title exceptions in existence prior to ICRR's term of ownership of the Property. No monetary consideration shall be paid by the Village to ICRR for the Property.

b. The Village represents to ICRR that the Village is a tax exempt entity which is qualified under the terms and provisions as set forth by the Internal Revenue Service (the "IRS") to receive tax deductible donations. In connection with the donation of the Property, the Village shall agree to take all actions and execute all documents, including, but not limited to, the Donee Acknowledgement section of the IRS Form 8283, and Charitable Contribution Receipt. ICRR shall be

responsible for securing, at ICRR's expenses, an independent appraisal of the Property pursuant to the provisions of the IRS.

c. The Village may, at its sole cost and expense, following the exercise of the Option, enter the Property for the purpose of inspecting, surveying and making environmental and engineering studies and soil tests.

d. The Village may, at its sole cost and expense and following the exercise of the Option, secure a title insurance commitment and current plat of survey of the Property. In the event a current plat of survey is required to consummate the sale of the Property, the plat of survey shall be secured by the Village at its sole cost and expense.

5.0 Representations and Warranties

5.1 ICRR represents, warrants and covenants that:

(a) It is the owner of the Property and, through the authority granted by its Board of Directors, has the full right and authority to enter into this Agreement;

(b) It has not assigned or licensed to any other person, firm or corporation, or in any such manner encumbered, any of the Rights;

(c) It has not and will not at any time enter into any agreement which conflicts in any way with this Agreement or undertake or permit activities which will interfere with, diminish or compete with the exercise of any of the Rights, or attempt to sell, license, assign, dispose of or encumber any of the Rights;

5.2 ICRR will indemnify and hold harmless the Village from and against any claims, actions, losses and expenses (including legal expenses) occasioned, either directly or indirectly, by the breach or alleged breach of any of the above representations, warranties or covenants.

6.0 Miscellaneous

6.1 The Village may not assign this Agreement or any of its rights or obligations hereunder without the express written consent of ICRR. This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

6.2 The parties agree to execute and deliver such documents and perform and cause to perform such further acts as may be necessary or desirable in order to give full effect to this Agreement.

6.3 This Agreement constitutes the entire agreement between the parties, supersedes all previous agreements, deal memos and negotiations between the parties and their representatives, and may not be modified except by written agreement of the parties.

6.4 The failure at any time to require performance of any provision of this Agreement shall not affect the full right to require such performance at any later time. The waiver of a breach of any provision shall not constitute a waiver of the provision of any succeeding breach. Should any provision of this Agreement be held invalid, the remainder of the Agreement shall be effective as though such invalid provision has not been contained in this Agreement.

6.5 This Agreement shall be construed in accordance with the laws of the State of Illinois. The parties agree that the proper venue with respect to any litigation in connection with this Agreement shall be in the County of Cook, State of Illinois.

6.6. The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall constitute a lien against the Property enforceable by the Village and shall be binding upon and inure to the benefit of the parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessees provided. ICRR shall be required to inform any and all prospective and future successors, nominees and assigns of the obligations contained in this Agreement.

6.7. This Agreement shall be recorded with the office of the Cook County Recorder of Deeds at ICRR's expense within seven (7) days after its execution.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOLLOWS]

VILLAGE OF PARK FOREST

Attest:

By: _____
Thomas K. Mick, Village Manager

By: _____
Sheila McGann, Village Clerk

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by Thomas K. Mick, Village Manager, and Sheila McGann, Village Clerk, this _____ day of _____, 2009, A. D.

- SEAL-

_____
Notary Public

ILLINOIS CENTRAL RAILROAD COMPANY

Attest:

_____
By:
Its:

_____
By:
Its:

State of _____)
)
County of _____)

The foregoing instrument was acknowledged before me by _____, its _____, and _____, its _____, this _____ day of _____, 2009 A. D.

- SEAL -

_____
Notary Public

Z:\PLS\Village of Park Forest\CN\Final Agreements\Park Forest Option Agt 09-18-09.doc

EXHIBIT A- DEPICTION OF PROPERTY

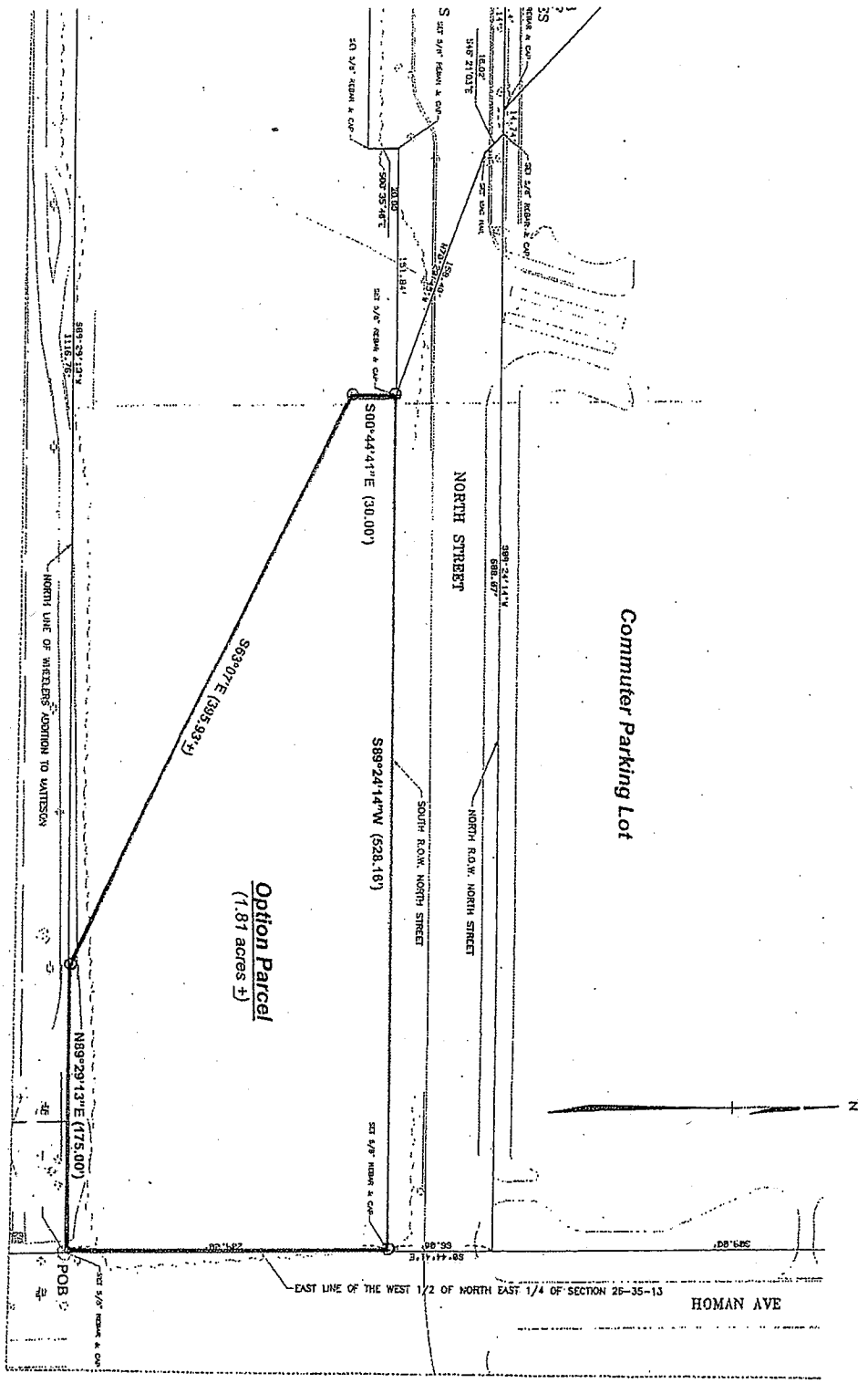


EXHIBIT B

PRELIMINARY LEGAL DESCRIPTION OF OPTION PARCEL

(subject to change pending completion of build for track connection)

Part of the West Half of the Northwest Quarter of Section 26, Township 35 North, Range 13 East of the Third Principal Meridian, in Matteson, Cook County, Illinois, described as follows:

Beginning at a point on the East line of the West Half of the Northeast Quarter of said Section 26, 583 feet Southerly (by rectangular measurement) from the North line of said West Half of the Northwest Quarter of said Section 26;

Thence run North 00 degrees 44 minutes 41 seconds West, along the East line of the West Half of the Northeast Quarter of said Section 26 a distance of 209.00 feet to a point on the South right of way line of North Street;

Thence run South 89 degrees 24 minutes 14 seconds West, along said South right of way line of North Street, a distance of 528.16 feet;

Thence run South 00 degrees 44 minutes 41 seconds East a distance of 30.00 feet;

Thence run South 63 degrees 07 seconds East a distance of 395.93 feet, more or less, to a point on the North line of Wheelers Addition to Matteson, distant 175.00 feet Westerly from the East line of the West Half of the Northeast Quarter of said Section 26, as measured along said North line of Wheelers Addition to Matteson;

Thence run North 89 degrees 29 minutes 13 seconds East, along said North line of Wheelers Addition to Matteson, a distance of 175.00 feet to the point of beginning.

Containing 78,777.62 square feet (1.81 acres), more or less.

RESOLUTION NO. R-09-32

A RESOLUTION AUTHORIZING THE EXECUTION OF A PARKING LOT RECONSTRUCTION AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND THE EJ&E RAILWAY COMPANY

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

Section 1. Approval of Agreement. The Parking Lot Reconstruction Agreement ("Agreement") between the Village of Park Forest and the EJ&E Railway Company, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved in substantially the form attached, and subject to the review and approval of the Village Attorney.

Section 2. Execution of Agreement. The Village Manager is directed and authorized to execute the Agreement in substantially the form attached and the Village Clerk is directed and authorized to attest the signature of the Village Manager. The Village Manager and the Village Clerk are directed and authorized to execute any and all other documents as may be necessary to effectuate the purposes of the Agreement.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 14th day of September, 2009.

APPROVED: **ATTEST:**

Mayor

Village Clerk

PARKING LOT RECONSTRUCTION AGREEMENT

This PARKING LOT RECONSTRUCTION AGREEMENT is made in duplicate this 23RD day of September, 2009

BETWEEN : ELGIN, JOLIET & EASTERN RAILWAY COMPANY

17641 South Ashland Avenue

Homewood, IL 60430

(hereinafter referred to as the "**Railroad**")

AND : **Village of Park Forest, Illinois**

350 Victory Drive

Park Forest, IL 60466

(hereinafter referred to as the "**Village**")

WHEREAS, Village owns and operates a municipal parking lot ("Parking Lot") located in Matteson, Illinois east of and adjacent to Railroad's main line tracks, as depicted on the attached Exhibit "A", by reference hereto made a part hereof; and

WHEREAS, effective this same date as reflected above, Village and Railroad have executed Voluntary Mitigation and Real Estate Sale and Easement Agreements that provide for Railroad to purchase a portion of the Parking Lot and other Village owned property for construction of new interchange tracks; and

WHEREAS, Railroad has agreed that, as an element of its purchase of a portion of the Parking Lot and other Village owned property, Railroad will resurface, restripe, and reconfigure (collectively the "Reconstruction") the remaining portions of the Parking Lot (the "Remaining Lot"), and perform such other work as is agreed to by the parties hereto, at an estimated cost of approximately $1,110,000; and

WHEREAS, the parties hereto wish to document their rights and obligations with respect to the Reconstruction.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectfully kept and performed as hereinafter set forth, the receipt and sufficiency of which are hereby confirmed, the parties hereto agree as follows:

ARTICLE 1 - RECONSTRUCTION:

Subject to and in accordance with the terms and conditions of this Agreement, Railroad shall perform, or cause to be performed by contractors of its sole choosing, the Reconstruction of the Remaining Lot to be performed by Railroad's contractor and more specifically described in Exhibit A, attached hereto and incorporated herein by reference. The Reconstruction of the Remaining Lot shall be performed in accordance with the most recent edition of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction." The Reconstruction shall include the following items:

a. Resurfacing of the portion of Remaining Lot not otherwise adjusted with commercial grade asphalt;

b. Restriping of the portion of Remaining Lot not otherwise adjusted in the configuration substantially in compliance with Exhibit A using thermoplastic striping; and

c. Constructing, adding to, or repairing curbs, drainage, lighting, pavement, striping, guard rails, and fencing for the replacement Kiss'n'Ride facility and other accompaniment of the Remaining Lot substantially in compliance with Exhibit A.

In addition to the terms provided above, the Reconstruction shall be performed in accordance with the terms contained in correspondence from the Village to Eric Jakubowski of Railroad dated July 29, 2009, and attached hereto and incorporated herein by reference as Exhibit B. Railroad shall comply with all applicable laws and regulations with regard to the Reconstruction, including, but not limited to, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (2009), as amended.

In addition to the terms provided above, Railroad agrees to contribute a cash payment of $40,000 to the Village for the off-site construction by the Village of a parking lot capacity sign, payable within thirty (30) days of the effective date of this Agreement. Railroad shall also install electronic loops to provide data feeds for the capacity sign referenced above. Railroad shall also contribute a cash payment of $60,000 to the Village for other immprovements to the Parking Lot to be determined in the Village's discretion, which may include the installation of an electronic fare box system.

ARTICLE 2 – GENERALLY ACCEPTED PRACTICES:

Railroad shall perform the Reconstruction in accordance with Generally Accepted Practices. For the purposes hereof, "Generally Accepted Practices" means the generally accepted practices, methods and acts engaged in or approved by professional engineers on projects similar to the Reconstruction, which at the time such practice, method or act is employed, and in the exercise of reasonable judgment in light of the facts known at such time, would be expected to accomplish the desired result in a workmanlike manner and to comply with the specifications and

requirements set out herein, all applicable laws and regulations, including the Village's Code of Ordinances, and to the approval of the Village, such approval to not be unreasonably withheld.

ARTICLE 3 - SCHEDULE:

Except in the event of force majeure conditions, Railroad shall complete the Reconstruction within one (1) year of the effective date of this Agreement (the "Construction Period"). Additionally, a work schedule shall be negotiated in good faith by the parties hereto and subsequently attached to this Agreement, and incorporated *post facto*, as Exhibit C to this Agreement. For purposes of this Article, force majeure is defined as (1) acts of nature; (2) acts or failure to act on the part of any governmental authority other than the Village or Railroad, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; (3) acts or war; (3) acts of civil or military authority; (4) embargoes; (5) work stoppages, strikes, lockouts, or labor disputes; (6) public disorders, civil violence or disobedience; (7) riots, blockages, sabotage, insurrection or rebellion; (8) epidemics; (9) terrorist acts; (10) fires or explosions; (11) nuclear accidents; (12) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (13) major environmental disturbances; or (14) vandalism.

ARTICLE 4 - FEES AND EXPENSES:

All fees, costs, and expenses, including but not limited to costs for contractors and subcontractors, permitting and licensing, and every other expense shall be born solely by Railroad.

ARTICLE 5 - INDEPENDENT CONTRACTOR:

Railroad shall use its own forces, or it will secure, at its own expense and selection, duly qualified personnel to perform the Reconstruction under this Agreement. At all times, Railroad's employees, contractors and subcontractors shall not be deemed employees of the Village for any purpose. Village shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

ARTICLE 6 – INSURANCE:

1. Village acknowledges that Railroad operates under a program of self-retained risk (otherwise known as self insurance) for all loss levels reasonably foreseeable to be reached for losses relating to the Reconstruction. For all work on the Reconstruction, Railroad shall require each of its contractors and subcontractors to be covered by the following policies of insurance:

a. Statutory Workers Compensation and Employer's Liability Insurance.

b. Automobile Liability Insurance in an amount not less than $5,000,000 combined single limit. The Village shall be named as an additional insured on said policy.

c. Commercial General Liability Insurance (Occurrence Form) and in an amount not less than $5,000,000 per Occurrence, with an Aggregate limit of no less than $10,000,000. The Village shall be named as an additional insured on said policy.

2. Before commencing work, Railroad shall deliver to Village certificates of insurance evidencing the foregoing coverages and that the Village is named as an additional insured on said policies.

3. Each policy shall provide for not less than thirty days prior written notice to Village of cancellation in that policy.

4. It is understood and agreed that the foregoing insurance coverage requirements, and Railroad's assurance that its contractors and subcontractors secure policies meeting those requirements, is not intended to, and shall not, relieve Railroad from, or serve to limit, Railroad's liability and indemnity obligations under the provisions herein. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A IX, according the latest edition of A.M. Best Company.

ARTICLE 7 - INDEMNITY

To the fullest extent permitted by law, Railroad agrees to protect, defend, indemnify, and save harmless Village, its officers, directors, agents and employees thereof, from and against any and all liabilities, penalties, fines, demands, claims, causes of action, suits and costs (including indirect, consequential, punitive, or exemplary damages, costs of defense, settlements, and attorneys' fees) which any or all of them suffer and incur to the extent caused by:

(i) the negligence, or act or omission, or strict liability, of Railroad, its contractors or subcontractors in the performance of the Reconstruction;

(ii) violation by Railroad, its contractors or subcontractors of any applicable federal, state, or local statute, ordinance, order, rule or regulation; and

(iii) violation by Railroad, its contractors or subcontractors of any provision of this Agreement.

ARTICLE 8 - CHANGES

If, through no fault of Railroad, its contractors or subcontractors, it shall become necessary to make any changes in the Reconstruction and/or the Work Schedule under this Agreement, the party requiring such changes shall notify the other in writing and Railroad shall not proceed with such changes until the parties have agreed in writing upon the nature of the said changes and the adjustments to the Work Schedule required in respect of the said changes.

ARTICLE 9 - TERM OF THIS AGREEMENT

1. This Agreement shall continue in full force and effect until the Reconstruction is completed, except as provided below.

2. Village may upon fifteen (15) days written notice to Railroad terminate this Agreement because the Reconstruction has been abandoned or suspended.

ARTICLE 10 – DISPUTES AND VENUE

In the event that a dispute shall arise with respect to the Reconstruction or the interpretation of this Agreement, the parties shall first negotiate in good faith with a view towards a just and equitable resolution of such dispute. The proper venue with respect to any litigation in connection with this Agreement shall be in the County of Cook, State of Illinois.

ARTICLE 11 - WARRANTY

Railroad warrants that it has the right to use any patented or copyrighted matter which is used in the performance of the Reconstruction and agrees to indemnify and save harmless Village from and against all royalties, license fees, suits or any claims, demands or damages made or brought in respect of such use.

ARTICLE 12 - NOTIFICATION

All notices required under this Agreement shall be in writing and shall be deemed sufficiently served if given by fascimile or by postage prepaid registered mail to the following addresses:

To RAILROAD:

ELGIN, JOLIET & EASTERN RAILWAY COMPANY
17641 S. Ashland Avenue
Homewood, IL 60430
Fascimile:
Attn: Sr. Manager, Technical Services

To VILLAGE:

Village of Park Forest, Illinois
350 Victory Drive
Park Forest, IL 60466
Facsimile: (708) 503-8560
Attn: Thomas K. Mick, Village Manager

and shall be deemed to be received upon receipt of same.

ARTICLE 13 - COMPLIANCE WITH APPLICABLE LAWS

1. The parties hereto shall comply with all Applicable Laws.

2. For purposes of this Agreement, "Applicable Laws" shall mean the applicable and enforceable statutes, regulations, policies, directives, orders, approvals and other legal requirements of an Authority or of the common law in effect from time to time including, without limitation, those, together with the guidelines of an Authority, relating to the protection, conservation or restoration of the natural environment; and "Authority" shall mean the federal, provincial, and municipal governments, the courts, administrative and quasi-judicial boards and tribunals and any other organizations or entities with the lawful authority to regulate, or having a power or right conferred at law or by or under a statute, including the Village's Code of Ordinances.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

1. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns.

2. Neither party shall assign this Agreement without the prior written consent of the other.

ARTICLE 15 – GOVERNING LAW

This Agreement will be governed by and interpreted under the laws of the State of Illinois and the laws of the United States of America applicable therein. Time is of the essence of this Agreement and each of its provisions. The captions of the Sections and Articles are included for convenience only, and will have no effect upon the interpretation of this Agreement.

ARTICLE 16 - ENTIRE AGREEMENT

This Agreement and the appendices attached hereto constitute and form part of this Agreement.

ARTICLE 17 – BINDING AUTHORITY

The individudals executing this Agreement on behalf of the Railroad and the Village represent that they have the legal power, right and actual authority to bind his or her respective party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above appearing.

ELGIN, JOLIET & EASTERN RAILWAY COMPANY

By: Eric T. Jakubowski

Print Name: ~~Paul E. Ladue~~ Eric T Jakubowski

Title: ~~Regional Director Contracts and Administration~~ Director

Date: September 23, 2009

ATTEST:

By: Thomas J. Healey

Printed Name: Thomas J. Healey

Title: Counsel - Regulatory

Dated: 9-23, 2009

VILLAGE OF PARK FOREST, ILLINOIS

By: Thomas K. Mick

Printed Name: Thomas K. Mick

Title: Village Manager

Dated: September 23, 2009

ATTEST:

By: Sheila McGann Sandra Black Deputy

Printed Name: Sheila McGann

Title: Village Clerk

Dated: September 23, 2009

Exhibit A

SOUTHERN REGION

MATTESON, ILLINOIS

MATTESON CONNECTION
PARK FOREST METRA PARKING LOT #2

PLAN SHEET INDEX

Title	Sheet #
Title Sheet & Index	1
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General Notes	3
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Removal Plan	5
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Suggested Staging Plan - 2	7
Suggested Staging Plan - 3	8
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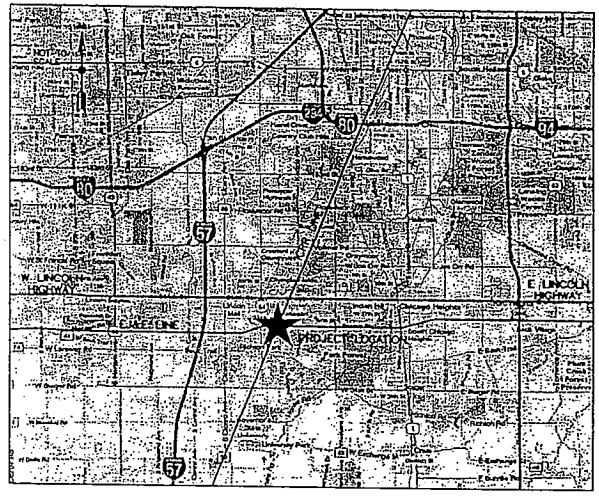
Base for Telescoping Steel Sign Support Details	18
Pavement Marking Details (Sheet 1 of 2)	19
Pavement Marking Details (Sheet 2 of 2)	20

LOCATION MAP



SITE DATA

PROPERTY OWNERS: EJ&E; ICRR; CN; VILLAGE OF PARK FOREST

FACILITY OWNER/OPERATOR: CN

PLANS DEVELOPED BY: TRANSYSTEMS CORPORATION
CONTACT: RICK CONRATH, P.E.
1051 PERIMETER DRIVE
SUITE 1025
SCHAUMBURG, IL 60173
PHONE: (847) 605-9600

PROJECT OWNER: CN
DAVID CRADER
17550 S. ASHLAND AVE.
HOMEWOOD, IL 60430
PHONE: (708) 332-5422

REFERENCE DATUM: HORIZONTAL: NAD 83 (CIS GRADE)
VERTICAL: NAVD 1988

PRE-FINAL

Revisions	
Date	By
Approvals	

CN Southern Region

CHICAGO DIVISION
MATTESON SUB
MATTESON, IL
LOCATION

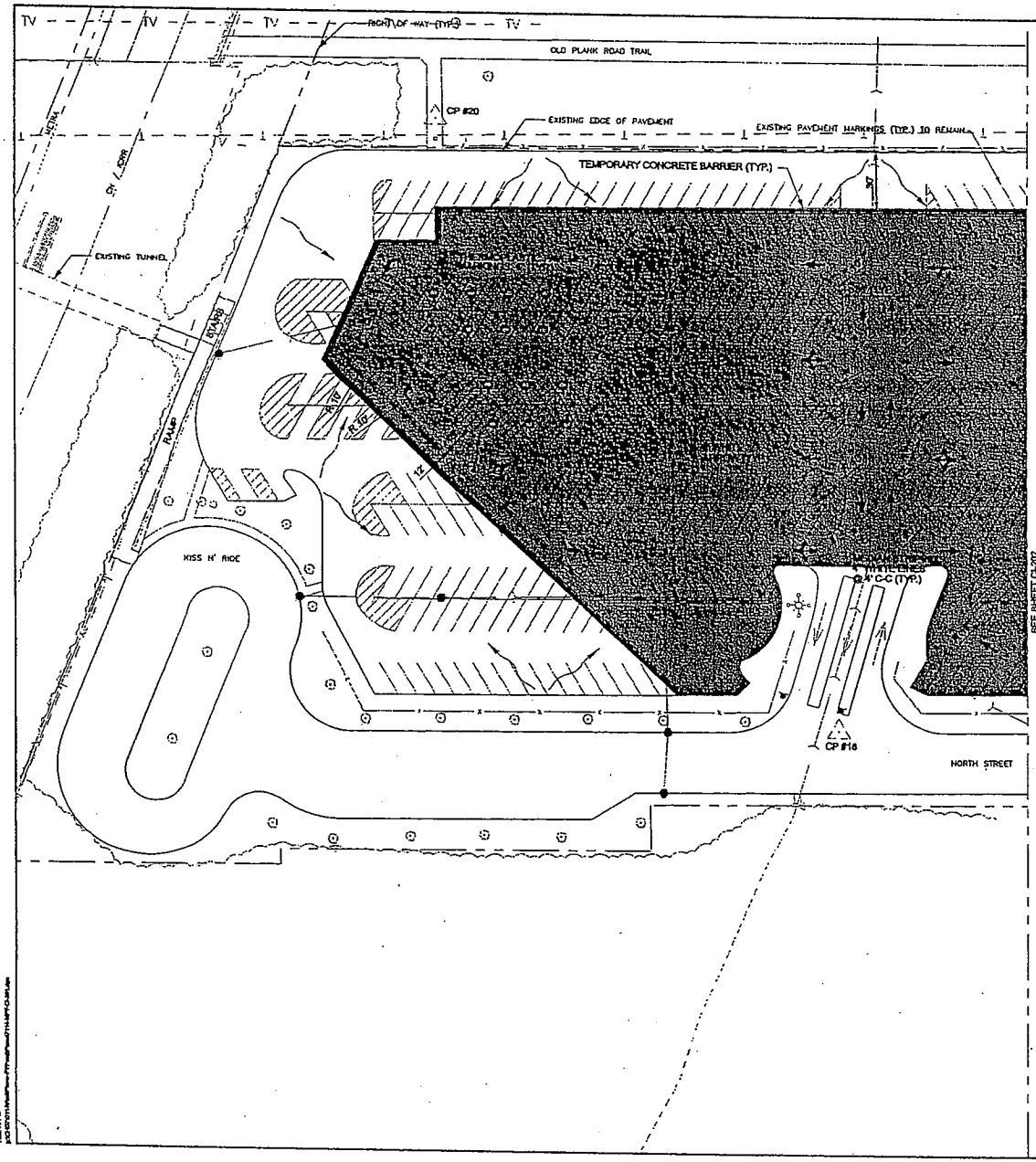
PARK FOREST METRA PARKING LOT #2
Operating Company: EJ&E
TITLE SHEET & INDEX

OFFICE OF REGIONAL CHIEF ENGINEER

TranSystems
1051 PERIMETER DRIVE
SUITE 1025
SCHAUMBURG, IL 60173
PHONE: (847) 605-9600
FAX: (847) 605-9610

SHEET NO. 1 OF 20

Drawn by: EBB	Scale: AS SHOWN	Dwg. No. G-1
Chkd. by: RDC	Date: 09/16/2008	Proj. No. P401070



N

GENERAL NOTES

1. FOR PARKING LOT DETAILS, SEE SHEET $CI252
2. FOR PAVEMENT SECTIONS, SEE SHEET $CI252
3. FOR EXISTING CONDITIONS AND REMOVALS, SEE SHEETS CI $C
4. FOR PAVEMENT MARKING DETAILS SEE IDOT STANDARD 780001-
5. FOR TEMPORARY CONCRETE BARRIER DETAILS SEE IDOT STANDARD 704001-05.

PAVEMENT MARKING CONTROL POINTS

POINT	NORTHING	EASTING
A	1760586.30	1157379.21
B	1760532.51	1157354.25
C	1760535.12	1157586.62
D	1760534.38	1167622.99
E	1760479.36	1157385.16
F	1760481.63	1157587.22
G	1760480.89	1157623.60
H	1760426.31	1157426.16
J	1760428.01	1157577.71
K	1760427.39	1157624.19
L	1760373.16	1157457.07
M	1760374.18	1157548.00
N	1760374.24	1157663.72

576 PROPOSED PARKING SPACES
14 OF WHICH ARE HANDICAPPED

0 60' 120'

Revisions	
Date	By
Approvals	

CN Southern Region

CHICAGO DIVISION
MATTESON SUB
MATTESON, IL
LOCATION

PARK FOREST METRA PARKING LOT #2
Operating Company: EJ&E
PROPOSED PLAN - 1 OF 2

OFFICE OF REGIONAL CHIEF ENGINEER

TranSystems
1051 PERIMETER DRIVE
SUITE 1025
SCHAUMBURG, IL 60173
PHONE: (847) 605-9600
FAX: (847) 605-9610

SHEET NO. $CI201 OF $TOT

Drawn by: EBB	Scale: AS SHOWN	Dwg. No. $CI-201
Chkd. by: RDC	Date: $DATE	Proj. No. P401070

GENERAL NOTES

1. THE HORIZONTAL DATUM FOR THIS SURVEY IS NAD 83 (GIS GRADE). THE VERTICAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. ALL CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM WITH THE CURRENT SPECIFICATIONS AND STANDARDS OF THE CN RAILWAY COMPANY, THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION, AND THE VILLAGE OF PARK FOREST, ILLINOIS EXCEPT WHERE OTHERWISE NOTED. WHENEVER REFERENCE IS MADE TO THE STANDARD SPECIFICATIONS, IT SHALL BE CONSIDERED TO MEAN THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION, ADOPTED JANUARY 1, 2007, AND THE SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS, ADDED JANUARY 1, 2009.
3. LINEAL FOOT MEASUREMENTS SHOWN ON THE PLANS ARE HORIZONTAL MEASUREMENTS, NOT SLOPE MEASUREMENTS. ALL PAYMENTS SHALL BE MADE ON HORIZONTAL MEASUREMENTS.
4. PLEASE REFERENCE SOIL BORING LOGS FOR LOCAL GEOLOGICAL INFORMATION (NONE PROVIDED FOR THIS CONTRACT).
5. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE, NON-EXISTENCE, SIZE, TYPE, LOCATION ALIGNMENT OR DEPTH OF ANY OR ALL UNDERGROUND UTILITIES OR OTHER FACILITIES. WHERE SURFACE FEATURES (MANHOLES, CATCH BASINS, VALVES, ETC.) ARE UNAVAILABLE OR INCONCLUSIVE, INFORMATION SHOWN MAY BE FROM UTILITY OWNER'S RECORDS AND/OR ELECTRONIC LINE TRACING, THE RELIABILITY OF WHICH IS UNCERTAIN. THE CONTRACTOR SHALL PERFORM WHATEVER TEST EXCAVATION OR OTHER INVESTIGATION IS NECESSARY TO VERIFY TIE-IN/INVERTS, LOCATIONS AND CLEARANCES, AND SHALL REPORT IMMEDIATELY ANY DISCREPANCIES. UTILITY COMPANIES SHALL BE NOTIFIED 72 HOURS IN ADVANCE OF ANY EXCAVATION IN THE PROXIMITY OF THEIR UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AT HIS EXPENSE ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
6. THE UTILITY LOCATIONS SHOWN ON THESE PLANS ARE TAKEN FROM UTILITY COMPANY RECORDS AND ARE APPROXIMATE ONLY. THEY DO NOT CONSTITUTE ACTUAL FIELD LOCATIONS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
7. CLEARING AND GRUBBING OPERATIONS AND DISPOSAL OF ALL DEBRIS THEREFROM SHALL BE PERFORMED BY THE CONTRACTOR IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND ORDINANCES.
8. ALL WASTE MATERIAL RESULTING FROM THE PROJECT SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND HAULED TO A LEGAL WASTE DISPOSAL SITE. NO CONSTRUCTION WASTE WILL BE BURIED ON SITE.
9. THE CONTRACTOR SHALL CONTROL THE EROSION AND SILTATION DURING ALL PHASES OF CONSTRUCTION AND KEEP THE STREETS CLEAN OF MUD AND DEBRIS.
10. ALL MANHOLES, CATCH BASINS, UTILITY VALVES AND METER PITS SHALL BE ADJUSTED OR REBUILT TO GRADE AS REQUIRED.
11. A MINIMUM ONE WEEK NOTICE MUST BE GIVEN TO THE CN AND/OR THE EJ&E SIGNAL DEPARTMENTS BEFORE EXCAVATION OR TRACK MODIFICATIONS ON THEIR PROPERTY CAN OCCUR.
12. ALL PAVEMENTS MUST BE SAWED FULL DEPTH PRIOR TO BEGINNING OF REMOVAL OPERATIONS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR SAW CUTS.
13. THE CONTRACTOR MUST SUBMIT A TIME SCHEDULE FOR THE CONSTRUCTION OF THIS PROJECT. THE SCHEDULE MUST INCLUDE THE PERIOD OF TIMES IN WHICH THE WORK ITEMS ARE TO BE COMPLETED.
14. THE CONTRACTOR WILL BE RESPONSIBLE FOR CONTACTING J.U.L.I.E. SO THAT UTILITIES AND THEIR APPURTENANCES MAY BE LOCATED AND ADJUSTED OR MOVED, IF NECESSARY, PRIOR TO THE START OF CONSTRUCTION OPERATIONS. THE CONTRACTOR MUST COOPERATE WITH ALL UTILITY OWNERS AS PROVIDED FOR IN THE 'STANDARD SPECIFICATIONS'.
15. THE CONTRACTOR MUST PROTECT EXISTING UTILITIES WHEN CONSIDERED NECESSARY BY THE ENGINEER. THE PROTECTION OF THE UTILITIES AS SPECIFIED HEREIN WILL NOT BE PAID FOR SEPARATELY, BUT THE COST THEREOF WILL BE CONSIDERED AS INCLUDED IN THE COST OF THE CONTRACT.
16. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION MUST BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE.
17. DURING CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR MUST MAINTAIN THE SURFACE DRAINAGE OF THE PARKING LOT AT ALL TIMES.
18. THE CONTRACTOR IS REQUIRED, BY MEANS OF A MECHANICAL SWEEPER, TO SWEEP ALL STREETS LEADING TO THE ACCESS LOCATIONS WHERE APPLICABLE. THE ENGINEER WILL BE THE SOLE JUDGE IN DETERMINING THE FREQUENCY AND LIMITS OF SWEEPING. SWEEPING WILL NOT BE PAID FOR SEPARATELY, BUT CONSIDERED INCLUDED IN THE COST OF THE CONTRACT.
19. THE CONTRACTOR'S VEHICLES MUST ALWAYS MOVE WITH AND NOT AGAINST OR ACROSS THE FLOW OF TRAFFIC. THESE VEHICLES MUST ENTER OR LEAVE WORK AREAS IN A MANNER WHICH WILL NOT BE HAZARDOUS TO OR INTERFERE WITH NORMAL TRAFFIC AND MUST NOT PARK OR STOP EXCEPT WITHIN DESIGNATED WORK AREAS. PERSONAL VEHICLES WILL NOT BE PERMITTED TO PARK WITHIN THE PARKING LOT EXCEPT IN SPECIFIC AREAS DESIGNATED BY THE ENGINEER.
20. THE CONTRACTOR MUST PROVIDE A RECORD OF ALL MATERIALS DISPOSED AT LOCATIONS OUTSIDE OF PROJECT LIMITS. THE CONTRACTOR MUST PROVIDE A RECORD OF DISPOSAL LOCATION.
21. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS, THE PLANS, AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, ADOPTED JANUARY 1, 2007 AND THE IDOT SUPPLEMENTAL SPECIFICATIONS AND ADOPTED JANUARY 1, 2009.
22. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS (3 BUSINESS DAYS) IN ADVANCE OF BEGINNING WORK AND SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE ENGINEER.
23. THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING THE PROJECT TO FAMILIARIZE HIMSELF/HERSELF WITH THE CONDITIONS PRESENT. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR DIFFERENT CONDITIONS WHEN THOSE CONDITIONS ARE VISIBLY PRESENT AT THE TIME OF BIDDING.
24. ALL EXISTING MATERIALS CONSIDERED UNDESIRABLE TO THE PROJECT PROJECT DEVELOPMENT (SUCH AS BROKEN CONCRETE, BITUMINOUS PAVEMENT, TOPSOIL, UNSTABLE MATERIALS, ETC.) ARE TO BE REMOVED AND LEGALLY DISPOSED OF OFF-SITE BY THE CONTRACTOR. REMOVAL AND DISPOSAL SHALL BE CONSIDERED INCIDENTAL TO THE WORK BEING PERFORMED, AS DESCRIBED IN THE DETAILED SPECIFICATIONS.
25. ALL WASTE MATERIAL RESULTING FROM THE PROJECT SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND HAULED TO A LEGAL WASTE DISPOSAL SITE. NO CONSTRUCTION WASTE WILL BE BURIED OR STORED ON SITE.
26. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING AND MAINTAINING ADEQUATE SIGNS, BARRICADES, FENCING, TRAFFIC CONTROL DEVICES, AND ALL OTHER MEASURES THAT ARE NECESSARY TO PROTECT THE PUBLIC, WORKERS, AND RAILROAD OPERATIONS. THE CONTRACTOR SHALL PROTECT THE SAFETY OF THE SITE AT ALL TIMES AS REQUIRED BY THE ENGINEER.
27. THE CONTRACTOR SHALL PLACE FILTER FABRIC BETWEEN THE FRAME AND OPEN GRATES OF EXISTING STRUCTURES PRIOR TO CONSTRUCTION.
28. ALL INLETS, STRUCTURES, PIPES, SWALES, AND ACCESS ROADS SHALL BE KEPT CLEAN AND FREE OF DIRT AND SILT.
29. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
30. CONSTRUCTION ACCESS TO BE VIA GATE AT SOUTH EAST CORNER OF LOT. COORDINATE WITH VILLAGE OF PARK FOREST.

UNDERGROUND UTILITIES

CALL TWO WORKING DAYS BEFORE YOU DIG

CALL BEFORE YOU DIG. IT'S THE LAW.

JULIE
1-800-892-0123
OR 811

Call Before You Dig — JULIE — Simply Call 811

RR SIGNALS - CN	RR SIGNALS - EJ&E	VILLAGE OF PARK FOREST
CN TBD TELEPHONE: (XXX) XXX-XXXX	EJ&E TBD TELEPHONE: (XXX) XXX-XXXX	DIRECTOR OF PUBLIC WORKS & VILLAGE ENGINEER KENNETH EYER TELEPHONE: (708) 503-7702

NATURAL GAS		CRUDE	ELECTRIC/GAS	VILLAGE OF MATTESON
NATURAL GAS PIPELINE (KINDER MORGAN) CRAIG HOWARD TELEPHONE: (815)-272-9110	NICOR CONSTANCE LANE TELEPHONE: (630)-388-3830	ENBRIDGE MIKE PRICE TELEPHONE: (219) 922-7015	COMED GAIL KUEMPEL TELEPHONE: (630) 576-7159	PUBLIC WORKS SUPERINTENDENT BART GILLIAM TELEPHONE: (708) 417-7693

TELECOMMUNICATIONS			
AT & T PAUL OBBAGY TELEPHONE: (708) 396-8400	PAETEC (MCLEOD) PAUL BAUMANN TELEPHONE: (630)-570-5174	COMCAST MARTHA GEIRAS TELEPHONE: (630) 600-6352	360 NETWORKS SERGIO MEDINA TELEPHONE: (773) 410-7890

SURVEY CONTROL POINT TABLE

CP #	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP-15	1970922.23	1537184.22	706.64	PK NAIL
CP-20	1970637.16	1537366.11	706.39	PK NAIL

TranSystems
1051 PERIMETER DRIVE
SUITE 1025
SCHAUMBURG, IL 60173
PHONE: (847) 605-9600
FAX: (847) 605-9610

Revisions

Date	By

Approvals

SHEET NO. 103 OF FIVE

CN Southern Region

CHICAGO DIVISION
MATTESON SUB
MATTESON, IL
LOCATION

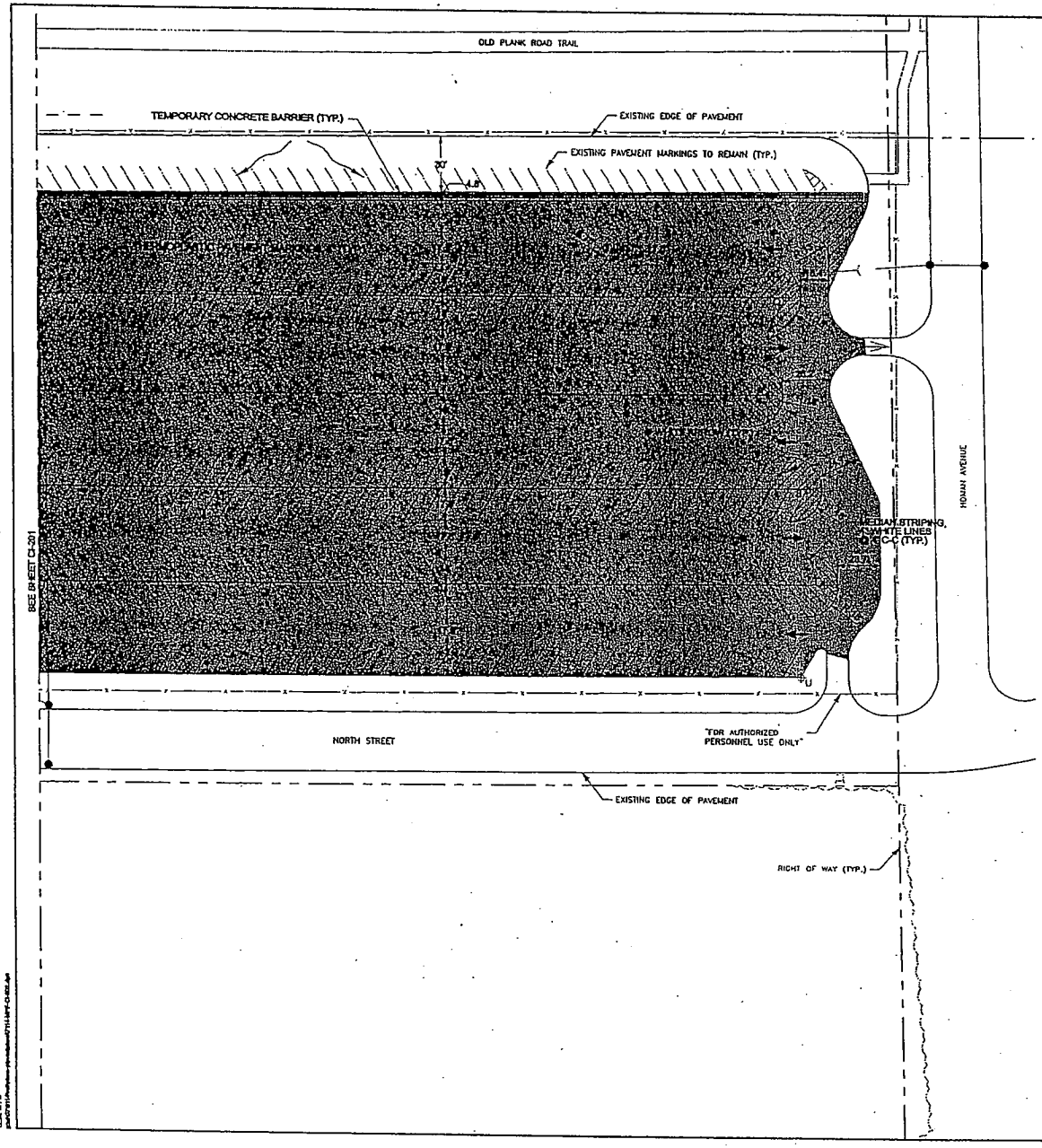
PARK FOREST METRA PARKING LOT #2

Operating Company: EJ&E

GENERAL NOTES

OFFICE OF REGIONAL CHIEF ENGINEER

Drawn by: ESS	Scale: As shown	Dwg. No. 10-3
Chkd. by: RDC	Date: DATE	Proj. No. P401070



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GENERAL NOTES

1. FOR PARKING LOT DETAILS, SEE SHEET 12.
2. FOR PAVEMENT SECTIONS, SEE SHEET 12.
3. FOR EXISTING CONDITIONS AND REMOVALS, SEE SHEETS 4 & 5
4. FOR PAVEMENT MARKING DETAILS SEE IDOT STANDARD 780001-
5. FOR TEMPORARY CONCRETE BARRIER DETAILS SEE IDOT STANDARD 704001-05.

PAVEMENT MARKING CONTROL POINTS

POINT	NORTHING	EASTING
P	1760592.13	1158097.46
Q	1760536.63	1158097.84
R	1760485.04	1158088.35
S	1760431.73	1158109.15
T	1760378.31	1158118.36
U	1760324.69	1158105.10

0 60' 120'

Revisions	
Date	By

Approvals

SHEET NO. 11 of 29

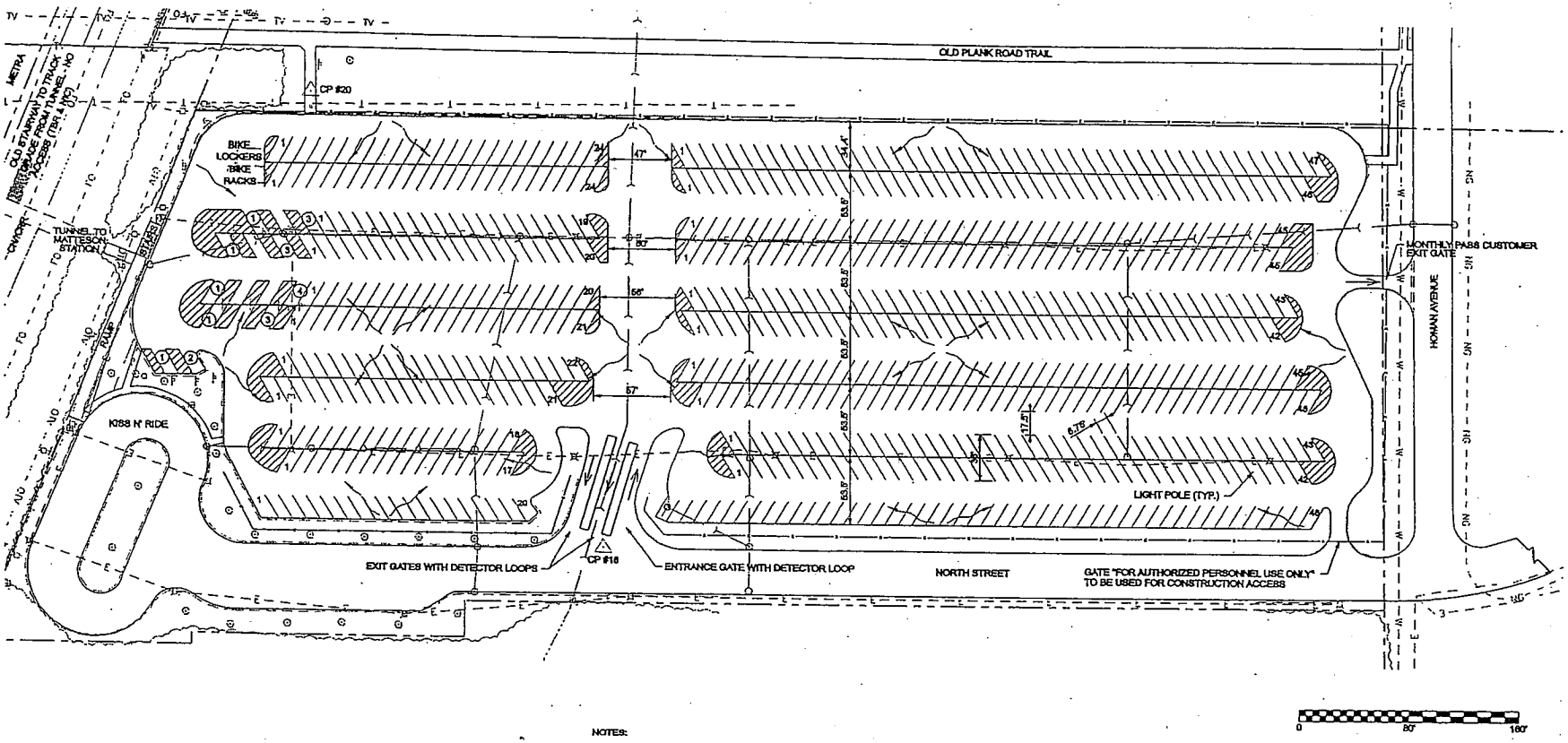
CN Southern Region

CHICAGO DIVISION
MATTESON SUB
MATTESON, IL
LOCATION

PARK FOREST METRA PARKING LOT #
Operating Company: EJ&E
PROPOSED PLAN - 2 OF 2
OFFICE OF REGIONAL CHIEF ENGINEE

Drawn by: EBB	Scale: AS SHOWN	Dwg. No. C1-20
Chkd. by: ROC	Date: 08/18/2009	Proj. No. P4019

TranSystems
1051 PERIMETER DRIVE
SUITE 1025
SCHAUMBURG, IL 60173
PHONE: (847) 605-9900
FAX: (847) 605-9910



NOTES:

1. VERIFY ALL DIMENSIONS IN FIELD, AS NECESSARY
2. PARKING DIMENSIONS ARE TO PARK FOREST ORDINANCE.

Revisions	
Date	By
Approvals	
SHEET NO.	
1 OF 20	

CN Southern Region

CHICAGO DIVISION
MATTESON SUB
MATTESON, IL
LOCATION

PARK FOREST METRA PARKING LOT #
Operating Company: EJ&E
EXISTING CONDITION PLAN

OFFICE OF REGIONAL CHIEF ENGINEE

Drawn by:	Scale:	Dwg. No.
Chkd. by:	Date:	Proj. No.

TranSystems
1051 PERIMETER DRIVE
SUITE 1025
SCHAUMBURG, IL 60173
PHONE: (847) 605-9600
FAX: (847) 605-9610

LEGEND

RAILROAD SYMBOLS

EXISTING	PROPOSED	
		℄ TRACK
	OR	POINT OF SWITCH – HAND THROWN
		POINT OF SWITCH – POWER
		MILE POST MARKER (STATION AND MILE)
		R.O.W. / PROPERTY LINE
		CONTROL BOX
		CROSSING GATE

DRAINAGE SYMBOLS

EXISTING	PROPOSED	
		STORM SEWER LINE
		STORM UNDERDRAIN LINE
		SANITARY LINE
		STORM SEWER CATCH BASIN
		MANHOLE
		INLET
		PROPOSED FLARED END SECTION
		FLOW DIRECTION
	0.25%	GRADE
		OPEN DITCH
		HIGH POINT
	SXX	DRAINAGE STRUCTURE NUMBER
	FLOW	OVERFLOW DIRECTION

UTILITY SYMBOLS

EXISTING	PROPOSED	
NG	NG	NATURAL GAS LINE PIPE
CO	CO	CRUDE OIL PIPELINE
W	W	WATER LINE PIPE
		FIRE HYDRANT
OTEL	T	TELEPHONE MANHOLE
E	E	ELECTRIC
OE	OE	OVERHEAD ELECTRIC
T	T	TELECOMMUNICATIONS
FO	FO	FIBER OPTIC CABLE
TV	TV	CABLE TELEVISION
OTV	OTV	OVERHEAD CABLE TELEVISION
		GAS MARKER
		FIBER OPTIC WARNING MARKER
		UTILITY POLE
		BOLLARD
		JUNCTION BOX
		LIGHT POLE
		TELEPHONE SPLICE BOX
		ELECTRICAL SPLICE BOX
		GUY POLE
	B-5	SOIL BORING LOCATION AND NUMBER
		PIPE/CONDUIT REDUCER

MISCELLANEOUS SYMBOLS

EXISTING	PROPOSED	
		TREES
		SURVEY CONTROL POINT
615	615	CONTOUR
×615.0	N 17,096.22 E 10,324.13 EL 615.2	SPOT ELEVATION
		STRUCTURE
		LIMIT OF CLEARING AND REMOVAL
		GRADE CROSSING
		VEGETATION LINE
x		FENCE
		SIGN

TRACK ABBREVIATIONS

EJ&E	= ELGIN, JOLIET AND EASTERN
ICRR	= ILLINOIS CENTRAL RAILROAD
METRA	= METRA ELECTRIC DISTRICT
C/L (or ℄)	= CENTERLINE
C(x)–(x)–(#)	= CURVE NO.
△	= DELTA
Dc	= DEGREE OF CURVE (CHORD DEF.)
R	= RADIUS
T	= TANGENT
Lc	= CURVE LENGTH
Ts	= TANGENT SPIRAL LENGTH
Ls	= SPIRAL LENGTH
EA	= ACTUAL SUPERELEVATION
Eu	= UNBALANCED SUPERELEVATION
V	= SPEED (MPH)
TS	= TANGENT SPIRAL
SC	= SPIRAL CURVE
CS	= CURVE SPIRAL
ST	= SPIRAL TANGENT
STA	= STATION
EL	= ELEVATION
R.H.	= RIGHT HAND
L.H.	= LEFT HAND
R.H.P.O.T.O.	= RIGHT HAND POWER OPERATED TURNOUT
L.H.P.O.T.O.	= LEFT HAND POWER OPERATED TURNOUT
R.H.H.T.T.O.	= RIGHT HAND HAND THROWN TURNOUT
L.H.H.T.T.O.	= LEFT HAND HAND THROWN TURNOUT
NIC	= NOT IN CONTRACT
OOS	= OUT OF SERVICE
TBR	= TO BE REMOVED

SUMMARY OF QUANTITIES

Item	Estimated Quantity	Unit
SUB-BASE GRANULAR MATERIAL, TYPE B	26	CY
HOT-MIX ASPHALT BASE COURSE, 2 1/2"	22	SY
BITUMINOUS MATERIALS (PRIME COAT)	1,115	GAL
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	1,923	TON
HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	22,300	SY
PAVEMENT REMOVAL (SPECIAL)	155	SY
TRAFFIC CONTROL AND PROTECTION	1	LS
TEMPORARY CONCRETE BARRIER	1,400	LF
SIGN PANEL - TYPE 1	21	SF
TELESCOPING STEEL SIGN SUPPORT	63	LF
BASE FOR TELESCOPING STEEL SIGN SUPPORT	14	EA
THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	765	SF
THERMOPLASTIC PAVEMENT MARKING - LINE 4"	19,725	LF
SIGN REMOVAL	7	EA

TranSystems
1051 PERIMETER DRIVE
SUITE 1025
SCHAUMBURG, IL 60173
PHONE: (847) 605-9000
FAX: (847) 605-9010

Revisions	
Date	By
Approvals	
SHEET NO.	
2 of 20	

CN Southern Region

CHICAGO DIVISION
MATTESON SUB
MATTESON, IL
LOCATION

PARK FOREST METRA PARKING LOT #
Operating Company: EJ&E
STANDARD ABBREVIATIONS, LEGEN
& SUMMARY OF QUANTITIES
OFFICE OF REGIONAL CHIEF ENGINEE

Drawn by: EBB	Scale: N.T.S.	Dwg. No. D-2
Chkd. by: RDC	Date: 09/18/2008	Proj. No. P401

www.villageofparkforest.com

Mayor
John A. Ostenburg

Village Trustees
Mae Brandon
Bonita Dillard
Gary Kopycinski
Kenneth W. Kramer
Robert McCray
Georgia O'Neill

Village Clerk
Sheila McGann

Village Manager
Thomas Mick

Village Hall
350 Victory Drive
Park Forest, IL 60466
(708) 748-1112

DownTown
Management Office
226 Forest Blvd.
(708) 503-8153

Fire Department
156 Indianwood Blvd.
(708) 748-5605

Freedom Hall
410 Lakewood Blvd.
(708) 747-0580

Health Department
350 Victory Drive
(708) 748-1118

Police Department
200 Lakewood Blvd.
(708) 748-4700

Recreation and
Parks Department
350 Victory Drive
(708) 748-2005

Park Forest
Live Grow Discover

July 29, 2009

Mr. Eric Jakubowski, Director
Product Development
Canadian National
17641 S. Ashland Avenue
Homewood, IL 60430

RE: Village Review of Design for Village Parking Lot #2

Dear Mr. Jakubowski:

We have worked closely with your design team at TranSystems and with Dave Crader, of CN, to review the plans for redesign of the Village's commuter parking lot #2. We believe that we have resolved most, if not all, of the outstanding questions related to the parking lot. We would like to use this letter, however, to itemize some of the major elements of the new design that we believe are most important. This will serve as documentation of our understanding of our mutual agreement related to this redesign.

Parking Lot Design

- The parking layout of the proposed redesign is acceptable to the Village of Park Forest, including the layout of the kiss 'n ride lane as shown on the attached plan.
- Currently the parking lot has 732 parking spaces. The proposed re-design reduces the total parking spaces to 576, including 14 handicapped parking spaces.
- The parking lot will be separated from the new kiss 'n ride driving aisle and the pedestrian walk-way with a double-sided, galvanized steel guard rail. The details of the layout of this guard rail are still to be addressed to ensure that there are appropriately spaced openings for pedestrians to get from the parking lot to cars in the drive aisle or from the parking to the pedestrian walkway.
- The Village of Park Forest will continue to own and maintain the kiss 'n ride drive aisle based on the proposed new configuration of the parking lot.
- The location of the bike racks will be moved to just west of the North Street entrance/exit to the parking lot. The number of bike racks will be increased from 10 to 20, with one-half of the new bike racks being provided for long term storage and one-half for short term storage. Mr. Eric Bullerman has been provided with a brochure on bike parking

Exhibit B.

prepared by the Chicagoland Bicycle Federation that provides guidelines on the design of long term and short term bike facilities.

- Underdeck lighting on the new railroad overpass will be provided to ensure that the pedestrian pathway from the parking lot to the Metra tunnel is well-lit. This lighting will be installed on the piers, not on the bridge superstructure.
- TranSystems personnel will verify that the pavement section along the kiss 'n ride lane will be adequate should PACE bus start to provide bus service along these lanes. If the pavement currently in place is not adequate, this portion of the parking lot will be improved to meet PACE bus standards.
- CN will replace a 310 foot section of the fence on the north property boundary of the parking lot and repair the remainder of the fence as needed.
- Village requests that the entire parking lot be resurfaced and re-striped to ensure a consistent finish. Village also requests that CN repair an area approximately 75 feet by 18.5 feet in the east half of the parking that that was previously damaged by fire trucks.
- The Village and TranSystems personnel will work together to ensure that lighting along the kiss 'n ride lane provides for complete, almost daylight bright coverage.
- Access to the Metra Station from Park Forest's parking lot will be continuous, and at no time will the parking lot have to be closed.

Non-Design Issues Still to be Addressed

- CN will take responsibility for working with Metra for review of the re-designed parking lot.
- CN and/or its contractors will be required to provide construction insurance to the Village due to the work that will occur on Village property. This insurance must provide for $5 million per occurrence and $10 million aggregate.
- CN and or its contractors will work closely with the Village on a construction staging plan that minimizes the impact on existing/ongoing parking spaces. It may be necessary for CN to obtain construction easements if existing/ongoing parking will be impacted by the construction.
- CN and Village Staff will meet weekly during construction to ensure that all construction issues are known/identified/discussed.
- CN will provide variable message boards and additional signage to provide construction updates to the public. This will be provided in addition to the web site that CN will provide with construction updates.

Note that additional detail regarding the discussions about the redesign of the parking lot is included in the meeting minutes prepared by Eric Bullerman, of TranSystems, for the meetings held on May 14 and June 4, 2009. Please feel free to contact either of us if you have any questions about the items included in this letter.

Sincerely,

Hildy L. Kingma, AICP
Director of Economic Development and Planning

Ken Eyer, PE
Director of Public Works

cc: Thomas K. Mick, Village Manager

enclosure

RESOLUTION NO. R-09-34

A RESOLUTION AUTHORIZING THE EXECUTION OF
A RIGHT OF ENTRY AGREEMENT BETWEEN
THE VILLAGE OF PARK FOREST AND
THE ILLINOIS CENTRAL RAILROAD COMPANY

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

Section 1. Approval of Agreement. The Right of Entry Agreement ("Agreement") between the Village of Park Forest and the Illinois Central Railroad Company, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved in substantially the form attached, and subject to the review and approval of the Village Attorney.

Section 2. Execution of Agreement. The Village Manager is directed and authorized to execute the Agreement in substantially the form attached and the Village Clerk is directed and authorized to attest the signature of the Village Manager. The Village Manager and the Village Clerk are directed and authorized to execute any and all other documents as may be necessary to effectuate the purposes of the Agreement.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 14th day of September, 2009.

APPROVED:

Mayor

ATTEST:

Village Clerk

Sandra Black, Deputy Clerk

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") is entered into this 23rd day of September, 2009, by the Village of Park Forest, an Illinois home rule municipal corporation ("Village"), and the Illinois Central Railroad Company, an Illinois corporation ("ICRR").

WHEREAS, the Village currently maintains ownership of the property depicted in Exhibit A and Exhibit B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Subject Property"); and

WHEREAS, pursuant to this Agreement, the ICRR shall be permitted to enter upon the Subject Property for the limited purpose of conducting environmental testing, including soil boring tests (use language of real estate sales - survey); and

WHEREAS, the ICRR shall perform all environmental testing and inspections at its own risk pursuant to this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the Parties hereto agree that:

1. **Recitals Incorporated.** The preceding paragraphs are substantive and incorporated herein as though fully set forth.

2. **ICRR Inspections.** The ICRR shall be permitted the opportunity to inspect the physical condition of the Subject Property, including any and all buildings located on the Subject Property, during normal business hours and upon at least two (2) business days (defined as Monday through Friday excluding federal holidays) prior notice to the Village, and, at the election of the Village, accompanied by a representative of the Village subject to the conditions of this Agreement.

3. **Testing Permitted.** The ICRR shall not make or cause to be made any physically intrusive testing of the Subject Property without the Village's prior consent, with the exception that the Village consents to the ICRR conducting a Phase I environmental inspection, including but not limited to soil borings on the Subject Property.

4. **No Harm to Subject Property.** The ICRR's inspections shall not cause any irreparable injury to the Subject Property.

5. **Restoration of the Subject Property.** The ICRR, at its sole cost and expense, shall promptly repair any damage to the Subject Property caused by its inspections and/or testing and restore the Subject Property to its original condition.

6. **ICRR to Pay Costs.** The ICRR shall pay all costs and expenses incurred in connection with its inspections and/or testing.

7. **Liability.** The ICRR shall assume all potential liability for any injuries, deaths, losses, damages, claims or judgments of any nature whatsoever resulting from or in connection with its inspection activities, and the ICRR shall hold harmless, indemnify and defend the Village against any such losses according to the provisions of paragraph 8 below.

8. **Indemnification.** The ICRR shall indemnify, defend and hold the Village harmless from and against any and all loss, cost, injury, damage, liability or expense, including, without limitation, reasonable attorneys' fees and court costs, and liability of any kind arising out of or in connection with the ICRR's inspection activities on the Subject Property, directly or indirectly, including, without limitation, the acts and omissions of the ICRR's agents, employees, architects, engineers and other personnel; provided, however, that the foregoing indemnification shall not apply to the extent such cost, injury, damage, liability or expense is caused by the negligent or willful acts or omissions of the Village, its officials, agent, employees and other personnel, or to a cost, injury, damage, liability or expense arising out of the Village becoming liable for any environmental cleanup cost which results from environmental contamination on the Subject Property being revealed, but not caused, by the ICRR's environmental inspection(s).

9. **Insurance.** The Village acknowledges that ICRR operates under a program of self-retained risk (otherwise known as self insurance) for all loss levels reasonably foreseeable to be reached for losses relating to the inspections described herein. Prior to entering the Subject Property, the ICRR shall provide evidence to the Village through certificates of insurance that the inspecting company(ies) hired by the ICRR (if any) maintain(s) the following insurance coverage for its inspection activities undertaken pursuant to this Agreement: (1) comprehensive general liability in the amount of $5,000,000 per occurrence, with an Aggregate limit of no less than $10,000,000; (2) comprehensive automobile liability in the amount of $5,000,000 combined single limit; (3) worker's compensation in statutory minimum amounts; and (4) umbrella coverage in the amount of $10,000,000. The ICRR shall cause the inspecting company(ies) to name the Village as an additional insured on all insurance policies except worker's compensation, and provide a certificate naming the Village as an additional insured to the Village upon its execution of this Agreement. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A IX, according the latest edition of A.M. Best Company.

10. **Notice.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

Village:

Thomas Mick, Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Fax: (708) 503-8560

With copies to:

Paul L. Stephanides
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
24 West Cass Street
5th Floor
Joliet, Illinois 60432-0450
Fax: (815) 722-0450

To the ICRR:

Devin Sprinkle
Regional Environmental Manager
CN
17641 S. Ashland Avenue
Homewood, IL 60430
Fax; (708) 332-3514

With a copy to:

Richard Verkler
Counsel – Environmental
CN
17641 S. Ashland Avenue
Homewood, IL 60430
Fax; (708) 332-4361

11. **Survival of Terms.** Notwithstanding anything to the contrary contained in this Agreement, the terms, provisions, conditions and indemnifications of this Agreement shall survive the termination of this Agreement.

12. **Inspection Activities to Comply with Village Code.** The ICRR agrees that all inspection activities it undertakes on the Subject Property shall be in strict compliance with all applicable Village Codes and regulations and in compliance with this Agreement.

13. **At Risk.** The ICRR acknowledges and agrees that all inspection activities conducted by it on the Subject Property shall be fully at its own risk and the Village shall not be prejudiced in any way by the ICRR's at risk activities on the Subject Property.

14. **Agreement at ICRR Request.** The ICRR acknowledges that it has requested this Agreement and shall fully comply with all of its terms.

15. **Term.** This Agreement shall be in full force and effect after its execution by the parties until October 15, 2009.

16. **Enforcement of Agreement.** The parties shall indemnify the other for any costs, including reasonable attorney's fees, which the other may incur in enforcing the provisions of this Agreement.

17. **Release.** Unless caused by either: (i) the negligent or willful acts or omissions of the Village, its agents, employees and other personnel; or (ii) any condition existing at the Subject Property not caused by the ICRR's inspection activities: (A) the ICRR forever releases

and discharges the Village, its officials, agents, and employees from all claims, demands, damages, actions, or causes of action, arising out of this Agreement or the Village's inspection activities pursuant to this Agreement; and (B) the ICRR, and its assigns, hereby covenant not to sue or otherwise bring any action in law or equity against the Village, its officials, employees, or agents for any claims, loss, damage, expense, debt or liability of any nature whatsoever as a result of this Agreement or the ICRR's inspection activities permitted pursuant to this Agreement.

18. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Illinois. The provisions of this Agreement shall be enforceable in any action in law or in chancery. The parties hereto agree that any legal action to enforce any right or obligation contained in or arising out of this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

19. **No Assignment.** This Agreement shall not be assigned by any party hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, and successors, except as otherwise provided herein.

20. **Headings and Titles.** The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

21. **Entire Agreement.** This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

22. **Severability.** If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

23. **Effective Date.** The effective date of this Agreement shall be the date that the Village Clerk attests the signature of the Village Manager of the Village of Park Forest.

24. **Binding Authority**. The individuals executing this Agreement on behalf of the Village and the ICRR represent that they have the legal power, right, and actual authority to bind his or her respective party to the terms and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

VILLAGE OF PARK FOREST

Thomas K. Mick

By: Thomas K. Mick
Its: Village Manager

Date: September 23, 2009

ATTEST

Sheila McGann by Sandra Black Deputy Clerk

By: Sheila McGann
Its: Village Clerk

Date: September 23, 2009

ILLINOIS CENTRAL RAILROAD COMPANY

Eric T. Jakubowski

By: Eric T. Jakubowski
Its: Director

Date: September 23, 2009

ATTEST

Tom Healy

By: Tom Healy
Its: Counsel - Regulatory

Date: 9-23, 2009

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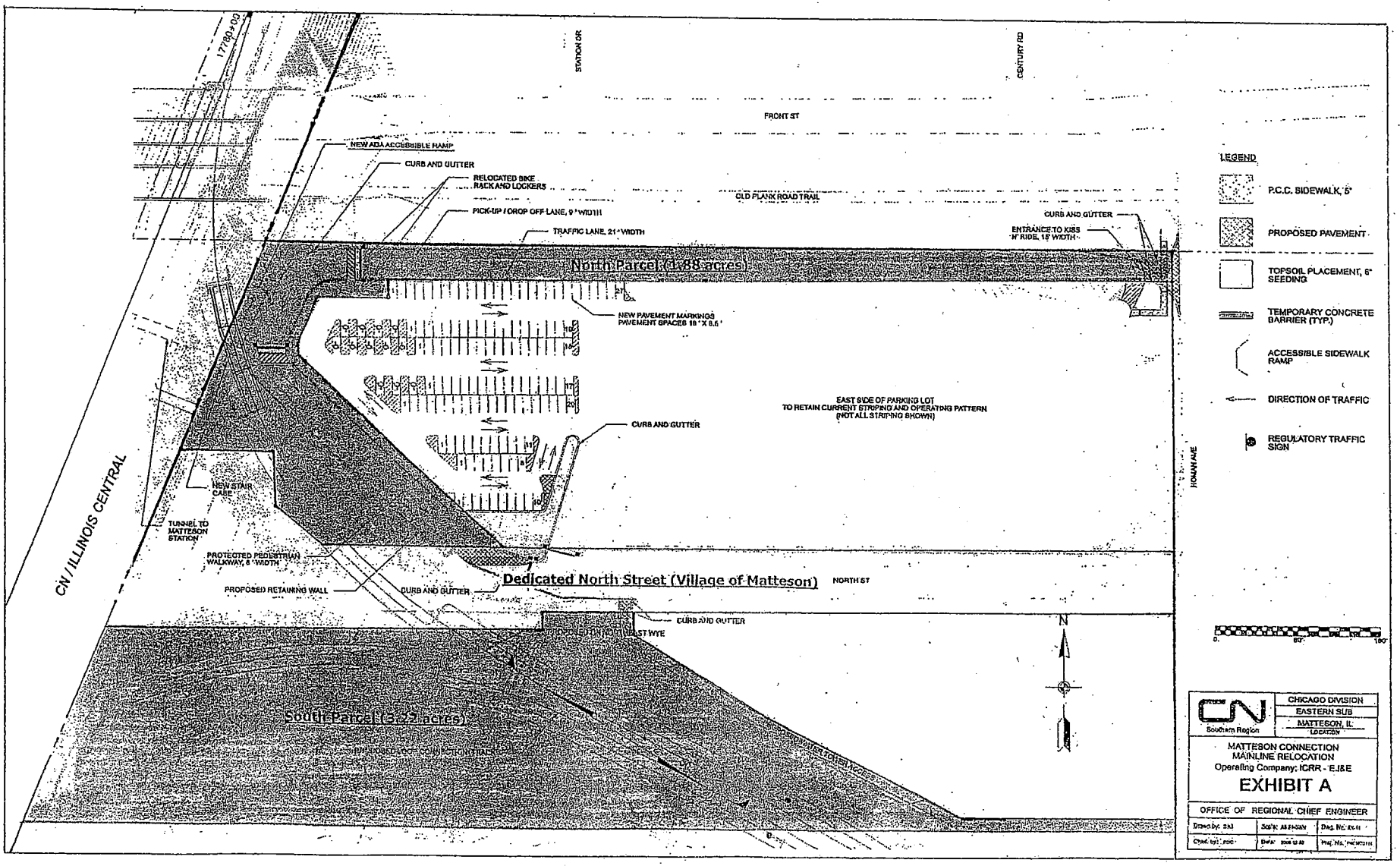
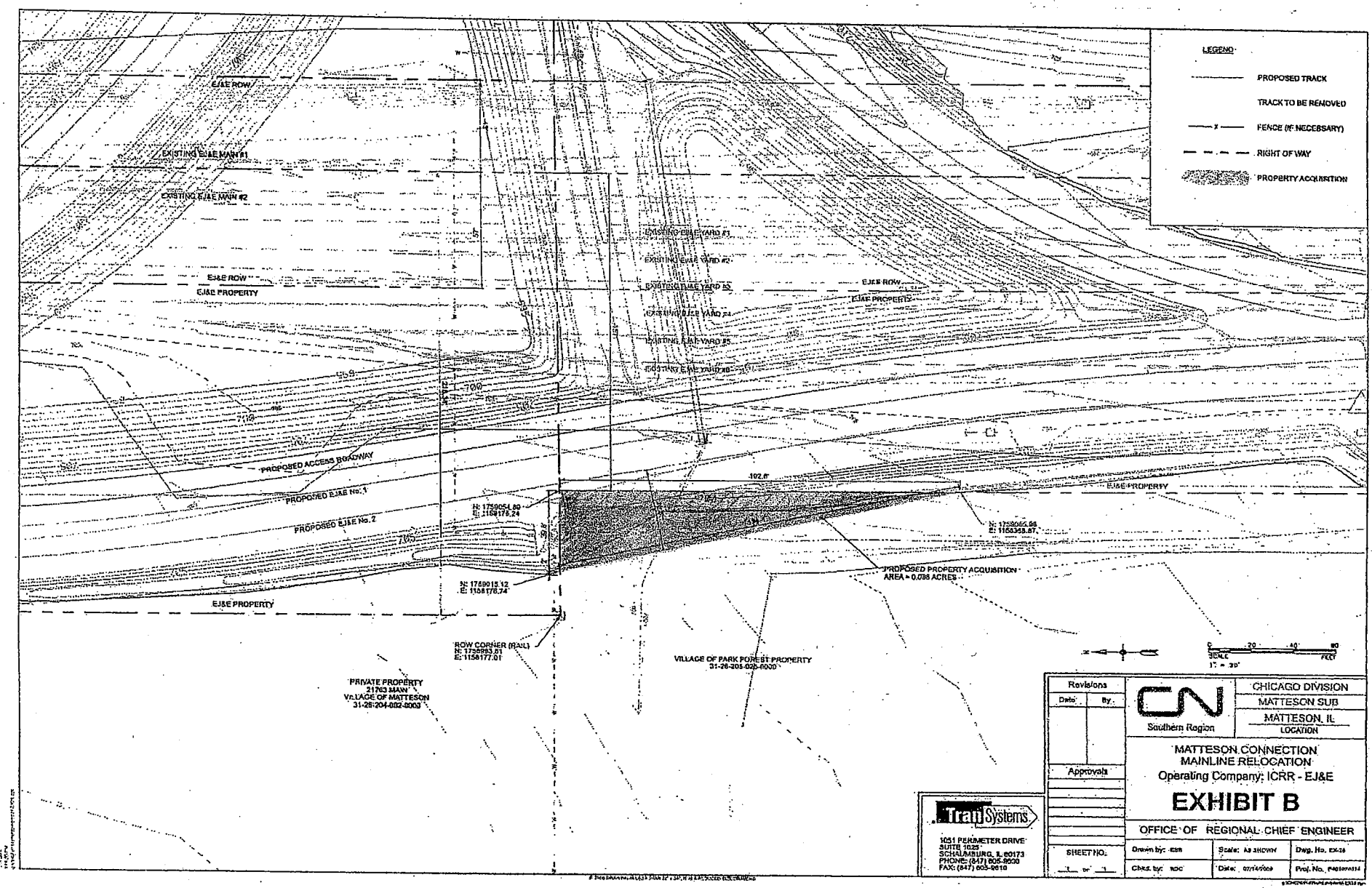


17780+00
STATION DR
CENTURY RD
FRONT ST
NEW ADA ACCESSIBLE RAMP
CURB AND GUTTER
RELOCATED BIKE RACK AND LOCKERS
OLD PLANK ROAD TRAIL
PICK-UP / DROP OFF LANE, 9' WIDTH
TRAFFIC LANE, 21' WIDTH
CURB AND GUTTER
ENTRANCE TO KISS 'N' RIDE, 15' WIDTH
North Parcel (1.88 acres)
NEW PAVEMENT MARKINGS PAVEMENT SPACES 18' X 8.5'
EAST SIDE OF PARKING LOT TO RETAIN CURRENT STRIPING AND OPERATING PATTERN (NOT ALL STRIPING SHOWN)
CURB AND GUTTER
HOMAN AVE
NEW STAIR CASE
TUNNEL TO MATTESON STATION
PROTECTED PEDESTRIAN WALKWAY, 8' WIDTH
PROPOSED RETAINING WALL
CURB AND GUTTER
Dedicated North Street (Village of Matteson)
NORTH ST
CURB AND GUTTER
CN / ILLINOIS CENTRAL
South Parcel (3.22 acres)
N
LEGEND
P.C.C. SIDEWALK, 5"
PROPOSED PAVEMENT
TOPSOIL PLACEMENT, 6" SEEDING
TEMPORARY CONCRETE BARRIER (TYP.)
ACCESSIBLE SIDEWALK RAMP
DIRECTION OF TRAFFIC
REGULATORY TRAFFIC SIGN
0
50'
100'
CN
Southern Region
CHICAGO DIVISION
EASTERN SUB
MATTESON, IL
LOCATION
MATTESON CONNECTION
MAINLINE RELOCATION
Operating Company: ICRR - EJ&E
EXHIBIT A
OFFICE OF REGIONAL CHIEF ENGINEER


LEGEND
PROPOSED TRACK
TRACK TO BE REMOVED
FENCE (IF NECESSARY)
RIGHT OF WAY
PROPERTY ACQUISITION
EJ&E ROW
EXISTING EJ&E MAIN #1
EXISTING EJ&E MAIN #2
EJ&E PROPERTY
EXISTING EJ&E YARD #1
EXISTING EJ&E YARD #2
EXISTING EJ&E YARD #3
EXISTING EJ&E YARD #4
EXISTING EJ&E YARD #5
EXISTING EJ&E YARD #6
PROPOSED ACCESS ROADWAY
PROPOSED EJ&E No. 1
PROPOSED EJ&E No. 2
N: 1759054.80
E: 1158176.24
N: 1759015.12
E: 1158176.74
N: 1759065.98
E: 1158368.87
PROPOSED PROPERTY ACQUISITION
AREA = 0.088 ACRES
ROW CORNER (RAIL)
N: 1756983.61
E: 1158177.01
VILLAGE OF PARK FOREST PROPERTY
31-26-205-025-0000
PRIVATE PROPERTY
21763 MAIN
VILLAGE OF MATTESON
31-26-204-002-0003
SCALE
FEET
1" = 30'
Revisions
Date
By
Approvals
SHEET NO.
1 of 1
CN
Southern Region
CHICAGO DIVISION
MATTESON SUB
MATTESON, IL
LOCATION
MATTESON CONNECTION
MAINLINE RELOCATION
Operating Company: ICRR - EJ&E
EXHIBIT B
OFFICE OF REGIONAL CHIEF ENGINEER
Drawn by:
Scale: AS SHOWN
Dwg. No.
Chkd. by:
Date:
Proj. No.
TranSystems
1051 PERIMETER DRIVE
SUITE 1025
SCHAUMBURG, IL 60173
PHONE: (847) 605-9000
FAX: (847) 605-9010

RESOLUTION NO. R-09-35

A RESOLUTION AUTHORIZING THE EXECUTION OF CERTAIN AMENDMENTS TO AN AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY TITLED THE "ORCHARD DRIVE OVERPASS SUPPLEMENTAL AGREEMENT"

WHEREAS, the Village of Park Forest ("Village") and the Elgin, Joliet and Eastern Railway Company ("EJ&E Railway Company") entered into an Agreement dated June 24, 1959 regarding the overpass structure located at Orchard Drive in the Village ("Overpass Agreement") by which the Railway granted to the Village permission and authority to install, construct, maintain and operate an underpass grade separation structure upon the terms and conditions provided for in the Agreement; and

WHEREAS, the Village and the EJ&E Railway Company wish to amend the Agreement to transfer ownership of certain portions of the overpass structure to the EJ&E Railway Company and restate portions of the Overpass Agreement to the mutual benefit of the parties.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Approval of Agreement. The Orchard Drive Supplemental Agreement ("Agreement") between the Village of Park Forest and the Illinois Central Railroad Company, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved in substantially the form attached, and subject to the review and approval of the Village Attorney.

Section 3. Execution of Agreement. The Village Manager is directed and authorized to execute the Agreement in substantially the form attached and the Village Clerk is directed and authorized to attest the signature of the Village Manager. The Village Manager and the Village Clerk are directed and authorized to execute any and all other documents as may be necessary to effectuate the purposes of the Agreement.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 14th day of September, 2009.

APPROVED:

Mayor

ATTEST:

Village Clerk

Sandra Black
Deputy Clerk

ORCHARD DRIVE UNDERPASS SUPPLEMENTAL AGREEMENT

This Orchard Drive Underpass Supplemental Agreement ("Supplemental Agreement"), dated and effective September 23, 2009, is entered by and between Elgin, Joliet & Eastern Railway Company, an Illinois Corporation (hereinafter termed the "Railway") and the Village of Park Forest, Illinois, a body politic and corporate of the State of Illinois (hereinafter termed the "Village").

WHEREAS, the parties entered into that certain Agreement dated June 24, 1959 (hereinafter termed the "Agreement") by which the Railway granted to the Village permission and authority to install, construct, maintain and operate an underpass grade separation structure (hereinafter termed the "underpass structure") upon the terms and conditions provided for in the Agreement; and

WHEREAS, the parties wish to amend and restate portions of the Agreement to the mutual benefit of the parties.

NOW, THEREFORE, intending to be mutually bound, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section "SIXTH" of the Agreement shall be stricken and replaced with the following:

> SIXTH: It is understood and agreed that the Railway shall own the rail, track fittings, ties, ballast, plate girders, cover plates, decking, and concrete abutments of the underpass structure, and shall maintain, keep in good repair, reconstruct and renew the same and all parts thereof at its sole cost and expense. Further, the Village shall own the sidewalks, roadway, pedestrian fencing/railings, and drainage structures associated with the underpass structure, along with all lighting attached to same, and shall maintain, keep in good repair, reconstruct and renew the same and all parts thereof at its sole cost and expense. The parties agree to operate the portions of the underpass structure they own and maintain in accordance with all laws and ordinances that may be applicable thereto and also in accordance with the applicable rules and regulations of the proper public authorities now or at any time hereafter having jurisdiction thereof and in a manner reasonably satisfactory to the other party. The Railway grants the right in perpetuity to the Village and the public for motor vehicle, pedestrian, bicycle, and lawful ingress and egress traffic to travel though the underpass structure.

2. Simultaneous with the execution of this Supplemental Agreement, the Village will properly execute and deliver to the Railway the attached bill of sale, covering all items and elements of the underpass structure which shall henceforth be owned and maintained by the Railway.

3. The following paragraphs shall be added at the end of the existing Section "FOURTH" of the Agreement:

For so long as this Agreement shall remain in effect, the Railway shall by these presents confer upon the Village a license to construct, maintain and operate a message board on one or both sides of the underpass structure (at the Village's sole option). The Railway shall provide funding to the Village in the amount of $40,000 within thirty (30) days of the effective date of this Agreement as reflected above for the purchase and/or construction of the message boards. Prior to the construction or modification of any message board, the Railway shall be provided with complete plans for same. The Village will modify the plans for the message boards to meet the Railway's reasonable engineering and operating objections, and the message boards shall not interfere in any way with the Railway's ability to either operate trains on the underpass structure (including any adverse impact on the visibility of train signals) or maintain the underpass structure. The Village shall be solely responsible for providing electricity and any other communications wiring and systems needed for the operation of the message boards, which the Railway shall allow to be attached to the underpass structure by reasonable means. The message boards will be used to display messages of municipal interest. In no event will the Village allow the message boards to display any message which might place the Railway, its officers, directors or employees, or the railroad industry in a bad light. At any time prior to the construction and installation of the message boards, the Village may install temporary signage and/or banners on one or both sides of the underpass structure to display messages of municipal interest (restricted in content as described above). Any construction, maintenance or removal of the message boards, temporary signage and/or banners, must be accomplished by personnel in bucket trucks or lifts positioned on the roadway below the underpass structure, and not by personnel located on the underpass structure decking. The Village shall assume all liability arising from (i) any accident or incident arising from or relating to any user of the roadway that becomes distracted by the message boards, temporary signage and/or banners, or any communication contained thereon, or (ii) any accident or incident involving negligence of the Village's employees or contractors while engaged in the construction, maintenance or removal of the message boards, temporary signage and/or banners.

Within three (3) years of the effective date of this Supplemental Agreement as reflected above, the Railway shall paint the underpass structure's plate girders and related outward facing metal fixtures on a one-time basis with appropriate paints using a color similar to the existing green shade at an estimate cost of up to $225,000.

4. All other terms and conditions contained in the Agreement shall remain in full force and effect, except to the extent inconsistent with the terms contained herein, in which event the terms contained herein shall govern.

5. The individuals executing this Agreement on behalf of the Village and the Railway represent that they have the legal power, right, and actual authority to bind his or her respective party to the terms and conditions of this Agreement.

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By: Eric T. Jakubowski
Printed Name: Eric T. Jakubowski
Title: Director

Dated: September 23, 2009

ATTEST:

By: Thomas J. Healey
Printed Name: Thomas J. Healey
Title: Counsel- Regulatory

Dated: 9/23, 2009

VILLAGE OF PARK FOREST, ILLINOIS

By: Thomas K. Mick
Printed Name: Thomas Mick
Title: Village Manager

Dated: September 23, 2009

ATTEST:

By: Sheila McGann by Sandra Black, Deputy
Printed Name: Sheila McGann
Title: Village Clerk

Dated: September 23, 2009

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Park Forest, Illinois, a municipal corporation of Illinois, with offices at 350 Victory Drive, Park Forest, Illinois 60466, hereinafter referred to as "Seller," for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, to it in hand paid, does hereby GRANT, SELL and TRANSFER unto Elgin, Joliet & Eastern Railway Company, an Illinois corporation, with a mailing address of 17641 S. Ashland Avenue, Homewood, Illinois 60430, hereinafter referred to as "Buyer," all its right, title and interest in and to all plate girders, cover plates, decking, and concrete abutments (collectively the "Improvements"), located on the existing grade separation structure located at the crossing of Buyer's rail line over Orchard Drive, within Seller's corporate limits; subject, however, upon and to the covenants, conditions and restrictions hereinafter contained, to which Buyer, for itself, its successors and assigns, agrees to be bound as part of the consideration hereof.

FIRST: The Improvements are conveyed by Seller and accepted by Buyer as is and where is, and without any warranties or representations of any nature or kind expressed or implied by Seller except as to Seller's ownership therein.

SECOND: Buyer will henceforth assume all liability for future maintenance, repair or removal of the Improvements, and Buyer shall indemnify, hold harmless and defend Seller for said liability, except to the extent of any negligence or willful and intentional conduct by Seller, its agents, officials and employees occurring after the date written below.

THIRD: Buyer forever releases and discharges Seller, its agents, officials, and employees from all claims, demands, damages, actions or causes of action which arise out of any use now or in the future of the Improvements, except to the extent of any negligence or willful and intentional conduct by Seller, its agents, officials and employees occurring after the date written below. Buyer covenants not to sue or otherwise bring any action in law or equity against Seller, its agents, officials or employees for any claims, loss, damage, expense, debt or liability of any nature whatsoever which Buyer may sustain arising out of any use now or in the future of the Improvements, except as qualified in the immediately preceding sentence.

FOURTH: The individuals executing this Bill of Sale on behalf of the Buyer and Seller represent that they have the legal power, right, and actual authority to bind his or her respective party to the terms and conditions of this Bill of Sale.

FIFTH: The effective date of this Bill of Sale as reflected above shall be the date that the Seller's Village Clerk attests the signature of Seller's Village Manager.

The words "Seller" and "Buyer," as used herein, shall be deemed to include at all times and in all cases their respective successors or permitted assigns.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale on this September 23, 2009.

VILLAGE OF PARK FOREST, ILLINOIS

By: Thomas K. Mick
Printed Name: Thomas K. Mick
Title: Village Manager

Dated: September 23, 2009

ATTEST:

By: Sheila McGann by Sandra Block, Deputy
Printed Name: Sheila McGann
Title: Village Clerk

Dated: Sept 23, 2009

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By: Eric T. Jakubowski
Printed Name: Eric T Jakubowski
Title: Director

Dated: September 23, 2009

ATTEST:

By: Thomas J. Healey
Printed Name: Thomas J. Healey
Title: Counsel Regulatory

Dated: 9-23, 2009