

**Kuntz, Darrell W.**

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**From:** Kuntz, Darrell W.  
**Sent:** Wednesday, February 10, 2010 3:38 PM  
**To:** 'Jonathan.Griffith@cn.ca'  
**Cc:** 'Rob Bielaski'; 'Brett Duffy'  
**Subject:** LCDOT - Harris Road Easement Agreement

Jon,

Per our phone conversation this email is requesting a status update on the Easement Agreement review by your legal department.

Thank you for your time this afternoon.

Have a great evening.

**Darrell Kuntz, P.E.**  
Project Engineer  
Lake County Division of Transportation  
600 W Winchester Rd  
Libertyville, IL 60048  
Email: [dkuntz@lakecountyil.gov](mailto:dkuntz@lakecountyil.gov)  
Phone: 847-377-7459  
Fax: 847-362-5290

**Kuntz, Darrell W.**

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**From:** Kuntz, Darrell W.  
**Sent:** Friday, January 15, 2010 4:04 PM  
**To:** Jonathan Griffith (jonathan.griffith@cn.ca)  
**Cc:** John Henriksen (john.henriksen@cn.ca); 'Brett Duffy'; 'Rob Bielaski'  
**Subject:** LCDOT - Harris Road Crossing - Agreement Finalization  
**Attachments:** Sidewalk-Pedestrian Walkway License.doc; Permanent Easement Signature Sheet.pdf; C&M Agreement.pdf; Cost Estimate.pdf; Crossing Detail.pdf

Good Afternoon Jon,

I have attached the following documents for us to discuss:

1. Sidewalk License as an example of the signature page for the Easement Agreement and the Construction and Maintenance Agreement
2. Permanent Easement Signature sheet with comments
3. Construction and Maintenance Agreement with comments
4. CN Crossing Cost Estimate with comments
5. RR Crossing Detail to discuss the areas adjacent to and parallel with the existing track ballast

Another item for your attention, you will be receiving two executed copies of a Sidewalk License Agreement for the bike path crossing on Harris Road. These two copies are ready for the WC's signature. A \$1000 check for the license fee is included.

I am hoping we can keep this project on schedule with our execution of the Easement Agreement and the Construction & Maintenance Agreement through our February County Board. The deadline for the February agenda is Friday January 22<sup>nd</sup>, 2010. I will be available all day Monday to answer any questions you may have on our comments.

Thank you for all of your help on this project.

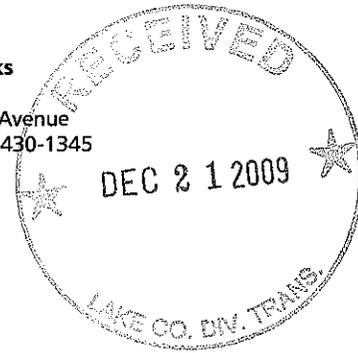
**Darrell Kuntz, P.E.**  
Project Engineer  
Lake County Division of Transportation  
600 W Winchester Rd  
Libertyville, IL 60048  
Email: [dkuntz@lakecountyil.gov](mailto:dkuntz@lakecountyil.gov)  
Phone: 847-377-7459  
Fax: 847-362-5290



Southern Region

John Henriksen  
Manager Public Works

17641 South Ashland Avenue  
Homewood, Illinois 60430-1345  
T 708.332.3557  
F 708.332.3514



December 17, 2009

**Darrell Kuntz, P.E.**  
Project Engineer  
Lake County Division of Transportation  
600 W Winchester Rd  
Libertyville, IL 60048  
Email: dkuntz@lakecountyil.gov  
Phone: 847-377-7459  
Fax: 847-362-5290

**SUBJECT:** Easement  
Wisconsin Central LTD.  
Harris Road  
In/Near: Libertyville  
County: Lake

Dear Mr. Kuntz:

Reference is made to previous correspondence concerning the County's desire to acquire an easement from the Railroad in conjunction with the subject project for the improvement of the Harris Road near on our Waukesha District tracks near of Libertyville, IL.

Enclosed, are duplicate originals of the agreement Upon formal acceptance and signature on the County's behalf, please return the copy marked "Wisconsin Central LTD.-ORIGINAL" to the undersigned along with the receipt for easement and county board resolution. We will sign the easement and return you a fully executed copy for you handling.

If we may be of any further assistance in these regards, please let us know.

Sincerely,

**PERMANENT EASEMENT  
Lake County, Illinois**

WISCONSIN CENTRAL LTD. Owner

RECEIPT FOR EASEMENT

Receipt for Permanent Easement covering land respectively being part of in Southwest and Southeast Quarter of Section 1, Township 44 North, Range 10 East of the Third P.M. in Lake County, State of Illinois, dated December 31, 2009, and executed by the undersigned Grantor, is hereby acknowledged.

Payment of the sum of FIFTEEN THOUSAND & NO/100THS DOLLARS (\$15,000.00) to the Grantors as total consideration for the deed, by the Lake County, Illinois, is subject to the approval of title.

Disposition of Improvements: There are no building improvements located within the permanent easement area.

Possession Date: Upon receipt of the above consideration by the Grantor.

Name: WISCONSIN CENTRAL LTD.  
Address: 17641 S. Ashland Avenue  
Homewood, Illinois 60430-1345

Taxpayer Identification Number (TIN): 36-3528025

1. The Grantor certifies under penalty of perjury that the above number is their correct taxpayer identification number.
2. The Grantor is: a corporation.

The Grantor(s) also agree to protect, preserve and maintain the property and improvements purchased by the COUNTY until delivery of possession to the COUNTY, and this shall be the sole responsibility of the Grantor(s) until such time.

Grantor understands that if the total consideration above indicated includes payment to remove, alter, relocate, etc. improvements, that any work involving the payment of wages undertaken on the part of the grantor, to be paid for with funds received from this transaction, must comply with the Prevailing Wage Act. (820 ILCS 130 / 0.01 et. Seq.) All values arrived at by the Department of Transportation for work to move, alter, relocate, etc. improvements on property acquired have been based on paying the Prevailing Wage.

WISCONSIN CENTRAL LTD.  
\* ORIGINAL \*

This receipt covers all rights and interest of the respective Grantor(s) in the premises conveyed by the Permanent Easement, save those specifically reserved, and all the obligations of the Lake County, Illinois, . The receipt and conveyance documents are the entire and exclusive agreement of the parties and supersedes any written or oral understanding, promise or agreement, directly or indirectly related to the Permanent Easement. Furthermore, the parties agree that any changes to this receipt may only be made in writing and signed by the parties.

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Michael F Deegan  
Regional Manager Business Development & Real Estate  
For  
WISCONSIN CENTRAL LTD.

Receipt of the Permanent Easement, executed by these Grantors, is acknowledged.

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for Lake County, Illinois,

WISCONSIN CENTRAL LTD.  
\* ORIGINAL \*

Wisconsin Central LTD.  
MP CM-43.06  
Route: Harris Road.  
In/Near: Libertyville, Illinois  
County: Lake

**PERMANENT EASEMENT**  
**December 31, 2009**

THIS INDENTURE WITNESSETH that the WISCONSIN CENTRAL LTD., an Illinois Corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of FIFTEEN THOUSAND DOLLARS AND NO/100ths (\$15,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, so far as it lawfully may, unto LAKE COUNTY, ILLINOIS, hereinafter referred to as "COUNTY", a permanent easement for the purpose of improvement/construction of the part of Harris Road, hereinafter referred to as "Structure", over, across and upon the right of way and property of Grantor, in the vicinity of Grantor's Waukesha Subdivision Mile Post CM-43.06 at/near Libertyville, Lake County, in the State of Illinois, as shown on the print attached hereto and made a part hereof and more particularly described as follows:

See attached Exhibit A & B

The grants aforesaid are made solely upon the conditions and limitations hereinafter contained, and the COUNTY by its acceptance of the said grants, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easements granted in this indenture are limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. The Grantor reserves to itself, its grantees (other than the COUNTY), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of, or above, the said described premises and the Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables, and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations can be made without interference with the use of the said premises as provided in this indenture, impair the highway or interfere with the free and safe flow of traffic thereon.

3. The COUNTY shall, without charge or assessment therefore against the Grantor or the Grantor's property, and in accordance with plans which have been approved by Grantor's Division Engineer or his duly authorized representative, perform all work and furnish any material necessary for the construction, maintenance or reconstruction of the Structure, and make or cause to be made any changes or alterations in the location or construction of the Grantor's facilities that may be made necessary by this grant or by the location, construction, use or operation of the Structure. The COUNTY shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant.

4. Neither the Grantor, nor its property, shall be subjected to any charge, assessment or expense, arising from, growing out of, or in any way attributable to, the construction, maintenance, use or operation of the Structure, whether within or without the confines of Grantor's property, nor for any crossing protection thereat, nor for any highway improvement thereon if these easements are for roadway purposes. If the Grantor or its property is legally subjected to any such charge, assessment or expense, the COUNTY shall pay Grantor, as additional compensation for the rights granted in this indenture, an amount of money equal to any such charge, assessment or expense paid by Grantor.

5. The Grantor does not warrant title to the said described premises in which the foregoing easements are granted and does not undertake to defend the COUNTY in the peaceable enjoyment thereof, but the grants of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

6. If any future work to be performed by or for the COUNTY is let by contract, the COUNTY shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain from the Grantor's authorized representative a right of entry agreement for occupancy and use of the premises and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor, at such contractor's sole cost and expense, protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. Each contractor shall be required by the COUNTY to reimburse the Grantor promptly upon receipt of bill(s) for such protective services and devices furnished to the contractor.

The COUNTY shall withhold final payment to its contractor or contractors until the Grantor has notified the COUNTY that all such bills have been settled. The COUNTY shall reimburse the Grantor upon receipt of bill(s) for any work performed for the COUNTY by the Grantor.

Cost and expense for work performed by Grantor, as referred to in this indenture, shall consist of the actual cost of labor and materials plus Grantor's standard additives in effect at the time the work is performed.

7. For any work let by contract, the COUNTY shall require each of its contractors to furnish evidence of Workmen's Compensation coverage and to maintain at all times during any work: (A) Contractors' Public Liability and Property Damage Liability Insurance, including

automobile coverage, with a combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 for the term of the policy, with no restriction as to work on or near railroad tracks or property; (B) if subcontractors are involved, Contractors' Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above. The Railroad Protective policy shall name the WISCONSIN CENTRAL LTD. and its Parents as the insured, shall be in a form acceptable to the Grantor and said insurance shall be primary as it relates to the this contract. The COUNTY shall require each contractor to furnish to the Grantor the original Railroad Protective policy and certificates evidencing the other insurance coverage required in this Section. The Railroad Protective policy and all other insurance certificates shall be subject to the Grantor's approval before any work may be started on the Grantor's property by any contractor.

8. If the public use of the permanent easement on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, the said easement shall thereupon cease and determine and the COUNTY shall surrender or cause to be surrendered to the Grantor, or Grantor's successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the COUNTY and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of the Grantor's premises and of the portions thereof herein involved are reserved to Grantor, and its successors or assigns, subject to the right, permission and authority expressly granted in this indenture. The foregoing notwithstanding, any temporary construction easements conveyed herein shall automatically cease and determine upon completion of the work to be performed thereon pursuant hereto or upon three (3) years of the date of this indenture, whichever is sooner. Upon termination of the easement for any reason, the COUNTY shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of Grantor's duly authorized representative be practicable.

9. Subject to the provisions of the foregoing Section 8, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

10. Grantor hereby acknowledges the aforesaid consideration for the easement rights granted in this indenture represents payment in full for the realty interests herein conveyed, including any decrease in value to Grantor's remaining properties resulting therefrom, but Grantor does not waive or release any claim for trespass or negligence against the COUNTY, or any agent or contractor of the COUNTY, for any physical damage which may be caused to the Grantor's remaining properties or facilities.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the 6th day of July, 2009.

Witness:

WISCONSIN CENTRAL LTD.

\_\_\_\_\_ Title:

By \_\_\_\_\_

Michael Deegan  
Regional Manager Business Development & Real  
Estate

ACCEPTED:

Lake County, Illinois

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

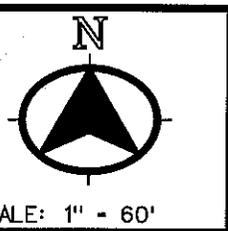
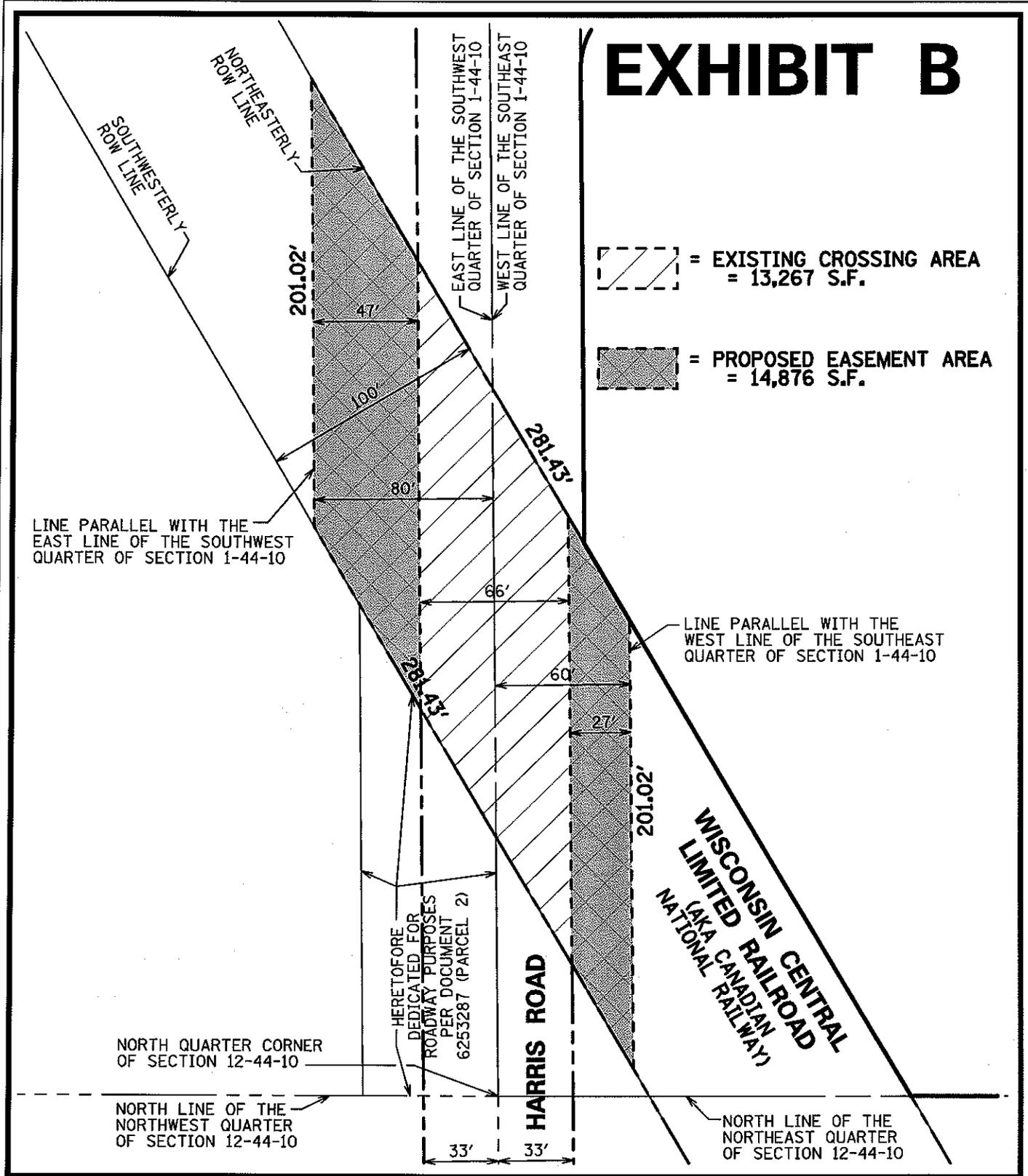
WISCONSIN CENTRAL LTD.  
\* ORIGINAL \*

**EXHIBIT A**

THAT PART OF THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 44 NORTH,  
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THE EAST 80.00 FEET OF SAID SOUTHWEST AND THE WEST 60.00 FEET OF SAID SOUTHEAST QUARTER  
FALLING WITHIN THE WISCONSIN CENTRAL LIMITED RAILROAD RIGHT OF WAY (ALSO KNOWN AS THE  
CANADIAN NATIONAL RAILWAY), IN LAKE COUNTY, ILLINOIS.

# EXHIBIT B



**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

9575 W. Higgins Road, Suite 700,  
 Rosemont, Illinois 60018  
 Phone: (847) 696-4060 Fax: (847) 696-4065

DATE:  
09/28/2009

JOB NO:  
5340

FILENAME:  
5340EXB-02-ALT1.DGN

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the 6th day of July, 2009.

↑  
SHOULD THIS BE BLANK  
UNTIL THE CN SIGNS  
IT?

Witness:

WISCONSIN CENTRAL LTD.

\_\_\_\_\_  
Title:

By \_\_\_\_\_

Michael Deegan  
Regional Manager Business Development & Real  
Estate

ACCEPTED:

Lake County, Illinois

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

