

WHEREAS, in order to accomplish the above, it is necessary for the STATE and the COUNTY to obtain the right, privilege and authority to construct, reconstruct, repair and maintain the highway upon, over, and across tracts of land owned by the COMPANY; and

WHEREAS, the approval of the Illinois Commerce Commission is required for the installation of the flashing light signals, and rehabilitating of the grade crossing proper, in the manner as herein proposed.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained, the parties hereto agree as follows:

SECTION 1. The COMPANY, subject to the conditions and limitations of this agreement, does hereby grant to the People of the State of Illinois, without cost to the STATE or COUNTY, an easement for the purpose of a public highway over the tract or parcel of land situated in the County of Lake, State of Illinois, and described as follows:

A strip of land extending entirely across the right-of-way of the Wisconsin Central Railroad Company in the south east quarter of Section 22 and in the north east quarter of Section 27 in Township 45 North and Range 10 East of the Third Principal Meridian in the County of Lake and State of Illinois, being a tract of land 80 feet in width and lying within a distance of 40 feet (measured at right angles) to the center line of State Aid Route 51, according to the Plat of Survey of said State Aid Route recorded as Document No. 823934 in the Office of the Recorder of Deeds of said County.

Subject to the easement, herein expressly granted, and subject to the conditions and limitations as expressed in this Section 1, the COMPANY will and does hereby reserve for itself, its successors or assigns, the right to construct, reconstruct, operate, maintain, repair and renew such of its facilities as are now or such additional facilities as in the future may be located over, upon and across the real estate above described.

SECTION 2. The COMPANY shall prepare the detailed drawings, (including the surveys and other engineering services), estimates of cost, and any required specifications for the flashing light signals and their operating circuits, and the expense for this work shall be chargeable to the improvement as hereinafter set forth. These drawings, estimates and specifications shall be submitted to the STATE and the COUNTY for their approval. No approved drawing or specification shall be changed by the COMPANY without written approval from the authorized representatives of the other parties.

The completed flashing light signal installation shall conform with the requirements of the STATE'S "Specifications for Railroad-Highway Grade Crossing Protection, March 30, 1941", insofar as they apply.

SECTION 3. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved drawings and specifications, the following items of work:

(A). WORK BY THE COMPANY. The COMPANY shall furnish or cause to be furnished, with the expense incurred divided as hereinafter set forth, and in accordance with the stipulations of the Bureau of Public Roads' General Administrative Memoranda Nos. 299 and 330, dated May 1, 1946, and June 8, 1949, respectively, insofar as they apply, all the labor, materials and work equipment required to perform and complete,

(1). WITH 90% OF THE EXPENSE BORNE BY THE STATE AND THE COUNTY, AND THE REMAINING 10% BORNE BY THE COMPANY,

- (a). The preparation of the drawings, estimates and specifications as enumerated in Section 2 hereof.
- (b). The complete assemblage and installation of the flashing light signals and their operating circuits.

(c). Incidental work necessary to complete the items hereinabove specified.

(II). WITH THE EXPENSE FOR MATERIALS BORNE BY THE STATE AND THE COUNTY, AND THE EXPENSE FOR LABOR AND WORK EQUIPMENT BORNE BY THE COMPANY.

- (a). The removal of the existing 24-foot timber plank crossing.
- (b). If necessary, the removal of cross ties and rail through the crossing. A salvable credit shall be allowed for the ties and rail removed as set forth in said GAM 299.
- (c). The installation of a new and wider crossing proper for the main line track, consisting of prefabricated full-depth sectional crosscut timber material, or any other high-type crossing material preferred by the COMPANY between limits as established by the proposed locations of the flashing light signal units, or an overall width of approximately 32 feet measured at right angle to the centerline of the highway improvement and centered thereon.
- (d). Incidental work necessary to complete the items hereinabove specified.

(III). WORK BY THE STATE AND THE COUNTY. The STATE and the COUNTY shall furnish or cause to be furnished, at their expense, all the labor, materials and work equipment required to perform and complete,

- (a). The placing of a 20-foot bituminous surface on the gravel roadway up to the ends of the track ties,
- (b). The installation of reflectorized advance warning signs (complete) on the approaches to the railroad grade crossing.

(c). Incidental work necessary to complete the items hereinabove specified.

SECTION 4. The COMPANY, upon the completion of its work, shall submit to the STATE a detailed statement (in sets of nine) of its actual expense as incurred and prorated in accordance with the division of cost as hereinbefore set forth. The statement shall also show in detail the cost of the labor borne by the COMPANY for the crossing proper work. In addition, the COMPANY shall submit an informational copy of the Statement directly to the COUNTY's Superintendent of Highways. After the STATE has checked the statement in collaboration with the COUNTY, and has agreed with the COMPANY that the costs are reasonable and properly set up, insofar as it is able to ascertain, the STATE shall reimburse the COMPANY for seventy-five (75%) per cent of the amount as agreed upon; such reimbursement, however, to be subject to the provisions of Section 10 hereof, and to the stipulation that the maximum of COMPANY'S expense to be borne by the STATE and the COUNTY shall not exceed the sum of (\$5,936.15)

FIVE THOUSAND NINE HUNDRED THIRTY SIX DOLLARS and FIFTEEN CENTS contemplated by the detailed estimate of cost, dated Sept. 24, 1954 hereto attached. After the Federal representatives have audited the expenses incurred by the COMPANY, including such items of expense as may have been suspended from the previous payment, the STATE shall reimburse the COMPANY for the retained percentage and the suspended items of expense, less the deduction of any item (or items) of expense found by the Federal representatives as not being eligible for Federal reimbursement.

After the final payment has been made to the COMPANY in accordance with the above requirements and stipulations, the STATE and the COUNTY shall consummate between themselves a final settlement of the cost of the work.

SECTION 5. The flashing light signals shall be placed in service

immediately after the installation is completed, pending final inspection by representatives of the STATE, the COUNTY, the Bureau of Public Roads, and the Illinois Commerce Commission. The COMPANY shall notify the STATE of the date on which the completed installation will be ready for final inspection.

SECTION 6. On completion of the improvement, the COMPANY shall maintain at its expense the grade crossing proper, and the flashing light signals and their operating circuits, including the operation of such protective devices; and the COUNTY shall maintain at its expense the highway up to the ends of the track ties and the reflectorized advance warning signs.

SECTION 7. If at any time subsequent to the installation of the flashing light signals it is found that their operation is no longer necessary, then the COMPANY, the STATE, and the COUNTY shall negotiate an agreement for the removal of said flashing light signals and their reinstallation at another railroad-highway grade crossing on the COMPANY'S lines in Illinois, preferably in Lake County, subject, however, to the approval of the properly constituted public authorities.

SECTION 8. The COMPANY shall petition the Illinois Commerce Commission (in accordance with the Commission's General Order No. 138) to take jurisdiction in the matter of the installation of the flashing light signals and to enter such orders as may be necessary.

SECTION 9. The grade crossing improvement herein contemplated is to be financed in part from funds appropriated by the Federal Government and expended under Federal regulations. All agreements, drawings, estimates, specifications, acceptance of work and procedure in general are subject to all Federal laws, rules, regulations, orders and approvals applying to it as a Federal project; and the STATE will reimburse the COMPANY for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment from Federal funds, and which have received approval by proper Federal authorities.

DIVISION OF HIGHWAYS
NOV 15 1954
ELGIN, ILLINOIS

RESOLUTION

SUBJECT: Wisconsin Central Railroad Company
Federal-Aid Secondary Route No. 1020
0.8 miles northerly of the Railroad Station at Grayslake,
Illinois
SECTION 121-FL
Project S-471(1)
Proposed renewal and extension of grade crossing proper,
and installation of automatic flashing light signals

BE IT RESOLVED, that the Chairman of the Board of Supervisors and the County Clerk of the County of Lake and State of Illinois, be and they are authorized to execute the agreement pertaining to the captioned subject, signed by the Railroad Company on November 1, 1954 - in seven copies, each of which shall be considered as an original, on behalf of the said County of Lake by affixing their signatures to each copy.

I, Garfield R. Leaf, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the Board of Supervisors of Lake County, at its adjourned September meeting held at Waukegan, Illinois on November 10, 1954.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of said County at my office in Waukegan in said County, this 12th day of November, A. D. 1954.

Garfield R. Leaf
County Clerk

DIVISION OF HIGHWAYS
RECEIVED
NOV 19 1954
ENGINEER OF LOCAL ROADS
AND STREETS

Renehan Road - Federal Aid Secondary Route 1020

In Section 121, FL
near City of Grays Lake, Lake
County, State of Illinois

Installation of protective facilities consisting of modern standard automatic flashing light signals. Work to be done by Railroad forces at the joint expense of the County of Lake and the Railroad Company, conforming to the terms of an agreement to be entered into by and between the County of Lake and the Wisconsin Central Railroad Company.

September 24, 1954

Sheet 1 of 3

Description of Material	Unit Cost	Quantity	Estimated Lump Sum Cost
<u>GROUP NO. 1</u>			
Flashing light signals complete with reflectorized crossbucks and "STOP ON RED SIGNAL" signs and front and back lights on 4" mast and base. Griswold	\$295.00 ea.	2	\$590.00
<u>GROUP NO. 2</u>			
Rectifier BX-132, Fig. A4, Pl. P1723. GRS Co.	44.00 ea.	1	44.00
Transformer Type U, Size 1, Fig. A44, Pl. P0141. GRS	35.00 ea.	1	35.00
<u>GROUP NO. 3</u>			
Relay, neutral, K2, 400 ohm S.R., Fig. B13, Pl. E2105 GRS	56.00 ea.	1	56.00
Relay, neutral, K4, 4 ohm, Fig. G2, Pl. E2109. GRS Co.	69.00 ea.	3	207.00
Relay, neutral, K4, 670 ohm, Fig. G15, Pl. E2109 GRS Co.	69.00 ea.	1	69.00
Relay, power transfer, K2, Fig. A3, Pl. E2141. GRS Co.	65.00 ea.	1	65.00
Relay, interlocking, K8, Fig. D, Pl. E2303. GRS Co.	117.00 ea.	2	234.00
Relay, flasher, Fig. B3, Pl. E2304. GRS Co.	108.00 ea.	1	108.00
<u>GROUP NO. 5</u>			
Instrument Case, Fig. D, Pl. C120. Griswold	244.00 ea.	1	244.00
<u>GROUP NO. 6</u>			
Parkway outlets, RR SD-3B	2.00 ea.	14	28.00
Bond wires	.47 ea.	28	13.16
<u>GROUP NO. 7</u>			
#16 Stranded copper PSF wire, 2/64" Okonite, 1/64" Okoprene, free stripping.	.04 ft.	1,500	60.00
#12 solid copper 4/64" wall Kerite insulation, single braid wire.	.04 ft.	1,000	40.00
#8 solid copper soft drawn neoprene-covered wire. Anaconda Co.	.04 ft.	2,000	80.00
#9 CW double braided weatherproof line wire. Anaconda Co.	.03 ft.	8,500	255.00

Description of Material	Unit Cost	Quantity	Estimated Lump Sum Cost
<u>GROUP NO. 8</u>			
5 #12 A.G. solid 5/64" wall kerite insulation laid up in cable form and covered over-all with two K-20 tapes, jute bedding, one 10-mil. bronze tape and jute serving underground finish. Kerite or equal.	.50 LF	250	125.00
<u>GROUP NO. 10</u>			
Storage batteries 8-cell, 80 AH, Type B4H. Thos. A. Edison Co.	166.00 set	1	166.00
Primary cells, 1000 AH. Thos. A. Edison Co.	10.00 ea.	5	50.00
<u>GROUP NO. 11</u>			
Battery box, 6-cell. Griswold	32.00 ea.	2	64.00
<u>GROUP NO. 12</u>			
Insulated rail joints, 10025 RE rail section, Rail Joint Co.	24.00 ea.	6	144.00
<u>GROUP NO. 13</u>			
Fir Crossarms W.U. Standard S.D. 312	2.50 ea.	1	2.50
Crossarm brace - Hubbard Co.	.35 ea.	2	.70
Crossarm pin, galv. steel 1/2", #8000#Hubbard Co.	.22 ea.	22	4.84
Glass Insulator - Hemingray #42	.15 ea.	22	3.30
Insulated Clevis #2948, assembled complete with shackle #2969 and insulator #1606. Graybar Co.	.42 ea.	8	3.36
Ground rod, copperweld, 5/8"x8' #9438 equipped with clamp #9592 Hubbard Co.	2.73 ea.	2	5.46
Nicopress sleeves #1302	.31 ea.	30	9.30
Padlocks	2.00 ea.	1	2.00
Tags, fibre. Griswold Signal Co.	.01 ea.	1,000	10.00
Tags, aluminum. Griswold Signal Co.	.02 ea.	50	1.00
Eyelets, AMP	.05 ea.	1,000	50.00
Tape, rubber, 1/2 lb. roll. Okonite Co.	.65 ea.	3	1.95
Tape, friction, 1/2 lb. roll. Manson Co.	.70 ea.	3	2.10
Terminals, RSA white porcelain. Griswold Signal Co.	.29 ea.	60	17.40
Arrestors, Clearview #485-1. RACO	1.55 ea.	21	32.55
Track resistance units, 2-ohm, Ref. 46450 Gr. 2, GRS Co.	2.34 ea.	3	7.02
Aluminum paint, R-592 DC, I.O. Rustoleum	3.00 gal.	1	3.00
Paint, black, Rodgers	3.00 gal.	1	3.00
Foundation, Signals, precast, CP-2. Griswold	39.00 ea.	2	78.00
Foundation, Instrument Case, precast, CP-3. Griswold	44.00 ea.	1	44.00
Test switch mounted in cast case. Griswold	27.38 ea.	1	27.38
Pipe, 3" galvanized.	1.00 LF	60	60.00
Couplings for 3" pipe	.50 ea.	2	1.00
Bushings for 3" pipe	.50 ea.	2	1.00
Bonding drills, 3/8"x3/8" #516, Union Twist Drill Co.	1.00 ea.	4	4.00
Mobiloil "B". Standard Oil Co.	1.50 gal.	2	3.00
MC. Acetylene gas	1.00 tank	2	2.00
Gasoline, Red Crown, Standard Oil Co.	.30 gal.	5	1.50
Solder wire	.70 lb.	5	3.50
Paint brush	2.00 ea.	1	2.00

Description of Material	Unit Cost	Quantity	Estimated Lump Sum Cost
<u>GROUP NO. 13 - Cont'd</u>			
Sealing compound, DUX-Seal	.40 lb.	25	10.00
Battery test clip	1.00 ea.	6	6.00
Blued RH wood screws 1/2" #5	2.00 gross	1	2.00
Blued RH wood screws 1 1/4" #10	2.00 gross	1	2.00
Resistor, 5-ohm	2.00 ea.	1	2.00
	TOTAL MATERIAL		<u>\$3,086.02</u>
Stores Expense 5%			154.30
Less Salvage Credit			
6 pr. Angle bars, 3.85 cwt. @4.25 cwt.	16.36		16.36 C
			<u>\$3,223.96</u>

Engineering Labor		170.00
Signal Labor and Section Labor		1,700.00
Vacation allowance - 3% of \$1,870		56.10
H.U.I.A. and C.T.A. - 6 1/2% of \$1,926.10		120.38
Workmen's Compensation - 3% of \$1,926.10		57.78
Property damage and public liability insurance - 1% of \$1,926.10		19.26
Freight		15.00
		<u>\$5,317.63</u>
	Contingencies 10%	534.76
Crossing Signals - Total Net Estimated Cost		<u>\$5,882.39</u>
	<i>90% State & County</i>	5,294.15

Estimated Cost to install a Prefabricated Treated Timber Crossing to replace plank crossing at Renehan Road - RR M.P. 46.47 - F.A.S. - Route 1020 - Section 121 FL

	Labor	Material	Total
<u>Remove Old Crossing</u>			
Labor	\$14.00		
Salvage			
373 FBM Crossing Plank		7.00 cr.	
<u>Replace Ties and Prepare Track Through Crossing</u>			
25 Treated cross ties		97.00	
18 Cu. Yds. Crushed Gravel		40.00	
Labor Placing	94.00		
Salvage - Cross ties			
25 treated cross ties (85% of new)		82.00 cr.	
<u>Install New Crossing</u>			
40' Prefabricated treated timber highway crossing		594.00	
Labor Placing	220.00		
	<u>328.00</u>	642.00	
3% Vacation Allow. on Labor	10.00		
Tax on Labor 6 1/2% of \$328.00	21.00		
Insurance 4% of \$328.00	13.00		
	<u>\$372.00</u>	<u>\$642.00</u>	<u>\$1,014.00</u>

County Superintendent of Highways of the County
 aforesaid, hereby certify that this plat is a true and correct representation
 of a survey made under my direction of part of State Aid Route 51 in said County.

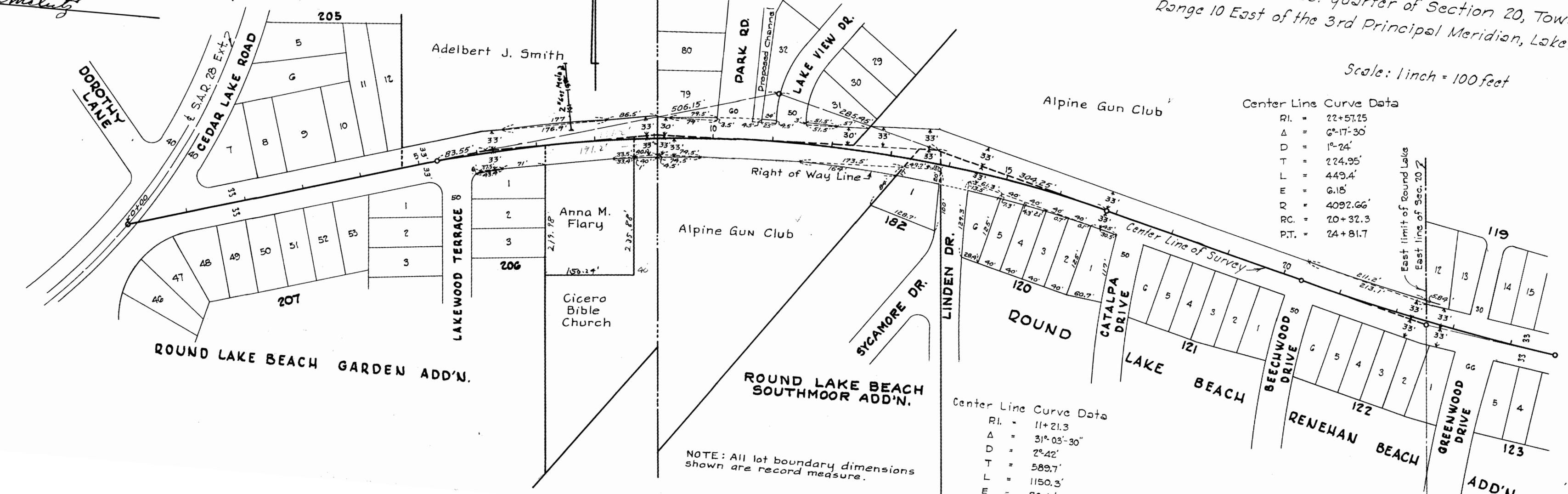
Dated at Waukegan, Illinois this 20th day of January A.D. 1954

M.E. Amelutz

PLAT OF SURVEY OF STATE AID ROUTE 51

thru the south east quarter of Section 20, Township 45 North,
 Range 10 East of the 3rd Principal Meridian, Lake County, Illinois.

Scale: 1 inch = 100 feet



Center Line Curve Data

RI.	=	22+57.25
Δ	=	6°-17'-30"
D	=	1°-24'
T	=	224.95'
L	=	449.4'
E	=	6.18'
R	=	4092.66'
PC.	=	20+32.3
PT.	=	24+81.7

Center Line Curve Data

RI.	=	11+21.3
Δ	=	31°-03'-30"
D	=	2°-42'
T	=	589.7'
L	=	1150.3'
E	=	80.41'
R	=	2122.26'
PC.	=	5+31.6

NOTE: All lot boundary dimensions shown are record measure.

State of Illinois } ss. No. 853300
 County of Lake }
 Filed for Record MAY 12 A.D. 1954
 at 2:20 P.M.
 duly received in Book 1246
 of RECORDS. Page 133
Henry W. Stuedes
 RECORDER

State of Illinois } s.s.
 County of Lake }

I, John C. Broecker, a Registered Illinois Land Surveyor, hereby certify that I have surveyed and staked the public highway as shown on the plat hereon drawn.

Dated at Waukegan, Illinois this 20th day of January, A.D. 1954

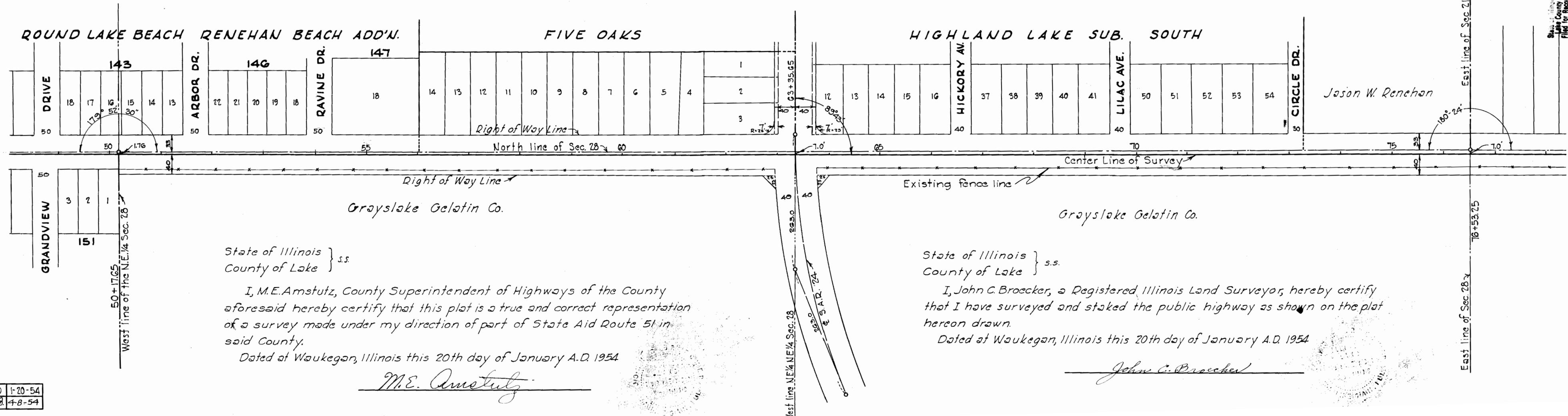
John C. Broecker

Drawn by J.A.D. 1-20-54
 Checked by R.M.B. 4-8-54

PLAT OF SURVEY OF STATE AID ROUTE 51

thru the east half of Sections 21 and 28, Township 45 North, Range 10 East of the 3rd Principal Meridian, Lake County, Illinois.

Scale: 1 inch = 100 feet



State of Illinois } s.s.
County of Lake }

I, M.E. Amstutz, County Superintendent of Highways of the County aforesaid hereby certify that this plat is a true and correct representation of a survey made under my direction of part of State Aid Route 51 in said County.

Dated at Waukegan, Illinois this 20th day of January A.D. 1954

M.E. Amstutz

State of Illinois } s.s.
County of Lake }

I, John C. Broecker, a Registered Illinois Land Surveyor, hereby certify that I have surveyed and staked the public highway as shown on the plat hereon drawn.

Dated at Waukegan, Illinois this 20th day of January A.D. 1954

John C. Broecker

State of Illinois } st. No. 823952
Lake County } Filed for Record MAY 12 A.D.
1954 at 2:20 o'clock A.M. and
duly recorded in Book 1246
of RECORDS Page 137

John C. Broecker
REGISTERED

North

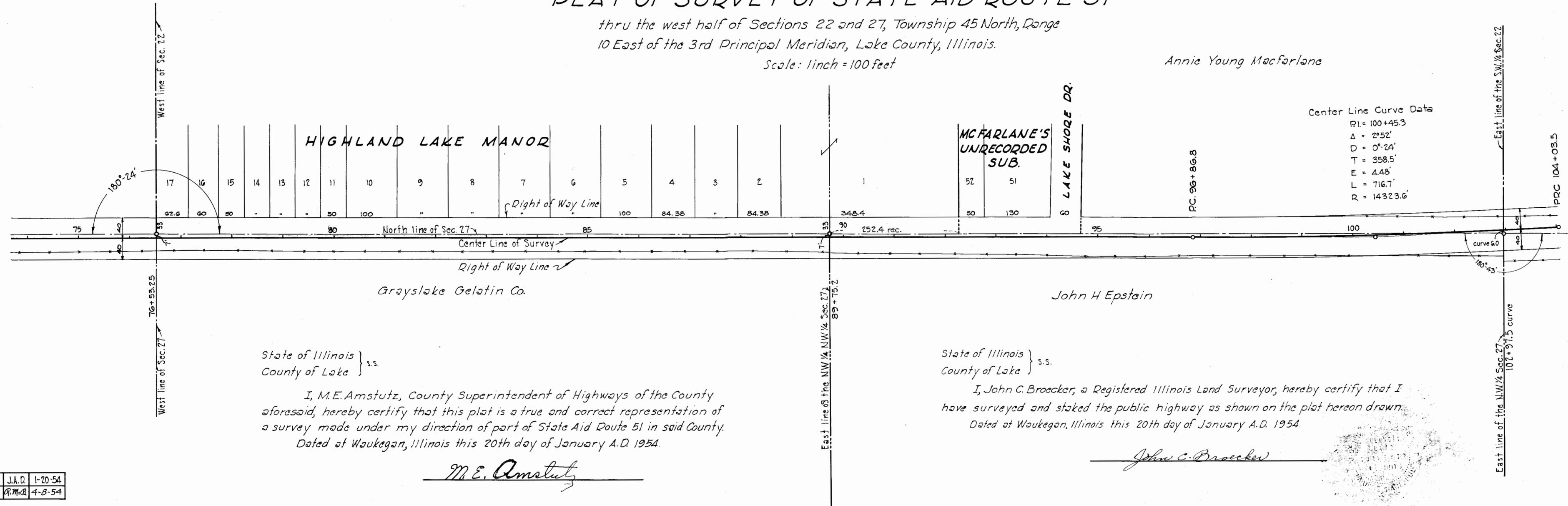
Drawn by	JAD	1-20-54
Checked by	A.M.B.	4-8-54

PLAT OF SURVEY OF STATE AID ROUTE 51

thru the west half of Sections 22 and 27, Township 45 North, Range 10 East of the 3rd Principal Meridian, Lake County, Illinois.

Scale: 1 inch = 100 feet

Annie Young Macfarlane



Center Line Curve Data
 R1 = 100+45.3
 Δ = 2°52'
 D = 0°24'
 T = 358.5'
 E = 4.48'
 L = 716.7'
 R = 14323.6'

State of Illinois }
 Lake County } ss.
 May 12 A.D. 1954
 1954 of 1900000 A.M. and
 duly recorded in Book 1246
 of RECORDS Page 122
John C. Broecker
 REGISTERED SURVEYOR

State of Illinois }
 County of Lake } s.s.

I, M.E. Amstutz, County Superintendent of Highways of the County aforesaid, hereby certify that this plat is a true and correct representation of a survey made under my direction of part of State Aid Route 51 in said County.
 Dated at Waukegan, Illinois this 20th day of January A.D. 1954.

M.E. Amstutz

State of Illinois }
 County of Lake } s.s.

I, John C. Broecker, a Registered Illinois Land Surveyor, hereby certify that I have surveyed and staked the public highway as shown on the plat hereon drawn.
 Dated at Waukegan, Illinois this 20th day of January A.D. 1954.

John C. Broecker

Drawn by	J.A.D.	1-20-54
Checked by	R.M.B.	4-8-54

State of Illinois }
 County of Lake } s.s.

I, M.E. Amstutz, County Superintendent of Highways of the County aforesaid, hereby certify that the plat hereon drawn is a true and correct representation of a survey made under my direction of part of State Aid Route 51 in said County.

Dated at Waukegan, Illinois, this 20th day of January Anno Domini 1954

M.E. Amstutz

PLAT OF SURVEY OF STATE AID ROUTE 51

thru the east half of Sections 22 and 27, Township 45 North,
 Range 10 East of the 3rd Principal Meridian, Lake County,
 Illinois.

Scale: 1 inch = 100 feet

Clarence & Bernice Doolittle

John H. Epstein

State of Illinois }
 County of Lake } s.s.

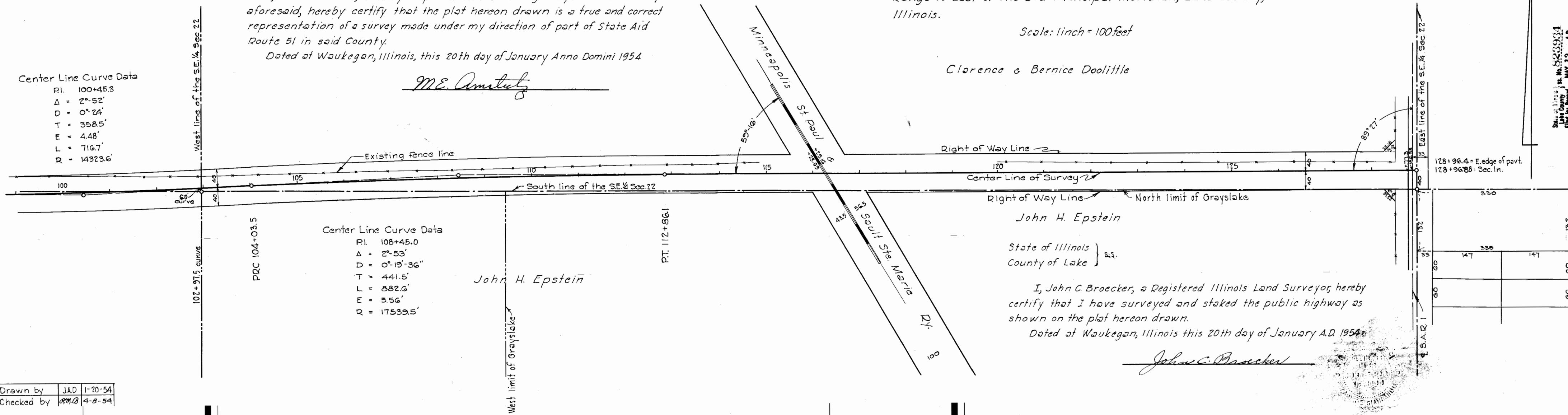
I, John C. Broecker, a Registered Illinois Land Surveyor, hereby certify that I have surveyed and staked the public highway as shown on the plat hereon drawn.

Dated at Waukegan, Illinois this 20th day of January A.D. 1954

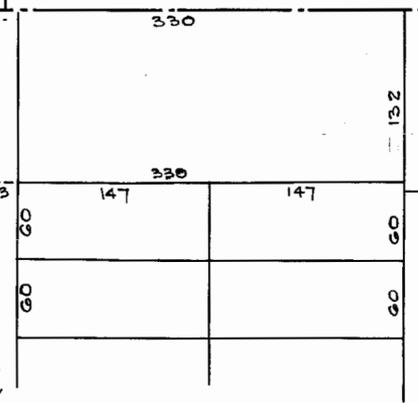
John C. Broecker

Center Line Curve Data
 P.I. 100+45.3
 $\Delta = 2^{\circ}-52'$
 $D = 0^{\circ}-24'$
 $T = 358.5'$
 $E = 4.48'$
 $L = 716.7'$
 $R = 14323.6'$

Center Line Curve Data
 P.I. 108+45.0
 $\Delta = 2^{\circ}-53'$
 $D = 0^{\circ}-19'-36''$
 $T = 441.5'$
 $L = 882.6'$
 $E = 5.56'$
 $R = 17539.5'$



128+96.4 = E. edge of part.
 128+96.88 = Sec. ln.



North

State of Illinois }
 Lake County }
 Filed for Record MAY 12 A.D. 1954 at 9:23 a.m.
 only recorded in Book 1246 of RECORDS Page 135

Drawn by	JAD	1-20-54
Checked by	AMC	4-8-54



3000561

RECORDER
LAKE COUNTY, ILLINOIS

OFFICE:
One O'Hare Centre
6250 North River Road
Rosemont, IL 60018
Tel. (708) 318-4600

MAILING ADDRESS:
P.O. Box 5062
Rosemont, IL 60017-5062

1991 MAR 22 AM 11:36

Frank J. Nutter

License No. 00545-W

AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF AN UNDERGROUND WATER PIPELINE CROSSING

THIS AGREEMENT, made and entered into as of this 23rd day of October, 1990,
by and between

WISCONSIN CENTRAL LTD.
P.O. Box 5062
Rosemont, Illinois 60017-5062

Central Lake County Joint Action
Water Agency
900 North Shore; Suite 212
Lake Bluff, IL 60044

*\$ 3200
Statement*

("RAILROAD")

("LICENSEE")

where there is more than one Licensee that term wherever used in this Agreement shall be interpreted in the plural, and all rights and obligations of such named licensees hereunder shall be joint and several:

WITNESSETH:

That for and in consideration of the following, the parties hereto agree:

1. Grant of License. The RAILROAD, for and in consideration of the payments and covenants hereinafter provided to be made, kept and performed by the LICENSEE, and subject to the terms and conditions herein provided, hereby grants to the LICENSEE a license to install, maintain and operate an underground water pipeline located at (Station) 2453+28, Mile Post 46.4, NE $\frac{1}{4}$, NE $\frac{1}{4}$ Sec 27, T45N, R10E Township of Avon, Village of Grayslake, County of Lake, State of Illinois (the "FACILITY") at the location indicated in red on the drawing attached hereto marked Exhibit "A", consisting of one drawing dated August 13, 1990, and specifications contained in Exhibit "A" and Exhibit "B" (Specifications) to be used by the LICENSEE solely for the following purpose and for no other purpose whatsoever:

to install, maintain and operate a 17.4 OD in dia. ductile iron CL53 encased in a 30.0 ID min. dia. steel ASTM A134 casing pipe of 60 foot 0 in. min. length. Installation to be by the boring method at a depth of 5 to 6 feet minimum from base of rail to top of casing pipe. The empty space between the casing and carrier pipes is to be blown full of dry sand and the ends sealed.

2. Payments by the Licensee.
 - A. Prior to the commencement of this Agreement, LICENSEE shall pay the RAILROAD (i) the sum of \$250.00 as reimbursement for costs incurred in the preparation of Exhibit A and engineering costs for the

preparation and processing of this Agreement; and (ii) if flagging is required, the RAILROAD shall provide such flagmen and other personnel as may be required for the protection of railroad operations and LICENSEE's forces and contractor(s), and shall render bills at the then current rate to the LICENSEE for all costs incurred therefor by the RAILROAD, which LICENSEE agrees to pay promptly following receipt thereof.

The daily unit cost for flagging (including wages, labor surcharges, deadhead allowances, reasonable vehicle and mileage expenses) will be \$275.00 for a minimum eight hour day.

The daily unit cost on Saturdays, Sundays and holidays for flagging (including wages, labor surcharges, deadhead allowances, reasonable vehicle and mileage expenses) will be \$381.00 for the minimum eight hour day.

The overtime rate for all time worked before or after assigned hours on any day will be \$40.00 per hour.

- B. In consideration for the execution of this License by the RAILROAD, concurrently with the execution hereof by the LICENSEE and before commencing any work hereunder, the LICENSEE shall pay the RAILROAD the sum of \$3,000.00 , constituting a one-time charge (the "License Fee").
 - C. The LICENSEE shall pay all taxes and assessments which may be levied or assessed against the FACILITY, or against the property of the RAILROAD by reason of the existence of the FACILITY thereon, before the same shall become due.
 - D. The LICENSEE shall pay all costs of installation, maintenance and operation of the FACILITY.
3. Term of License. This Grant of License shall commence on the 1st day of November, 1990 and shall continue thereafter for successive terms of one (1) year(s) until terminated as hereinafter provided.
4. Work by Licensee.
- A. Before commencing work hereunder the LICENSEE shall obtain all permits, orders and authorizations required by governmental agencies or authorities having jurisdiction thereof, and, upon request, shall provide copies to the RAILROAD.
 - B. All work shall be performed in a good and workmanlike manner, in full compliance with the Specifications. It is understood by LICENSEE that the Specifications are intended to provide protection to the RAILROAD and the LICENSEE in the operation of the FACILITY. If the LICENSEE varies or in any way alters the Specifications, with or without the prior or subsequent knowledge of the RAILROAD, the RAILROAD shall have the right, but not the obligation to notify the LICENSEE, whereupon the LICENSEE shall promptly make such changes as the RAILROAD requests. All costs and expenses for such changes or alterations shall be borne by the LICENSEE. In the event the RAILROAD shall have actual or imputed knowledge of any such

variation or change by the LICENSEE, and shall not request the LICENSEE to make the changes necessary to comply with the Specifications, it is understood that such lack of notice by the RAILROAD shall not constitute approval of any such variation and the LICENSEE shall assume all liability and responsibility for such variations and any and all loss, damage, costs or claims arising out of, or in any way related to, such variation or variations by LICENSEE.

- C. The LICENSEE, at LICENSEE's sole cost and expense, shall install, and thereafter maintain, the FACILITY upon and across the RAILROAD's property and underneath any railroad tracks located thereon, at the location described herein and as delineated in Exhibit A, in strict conformity to the Specifications and Exhibit A and Exhibit B, and in strict conformity with the requirements of all laws, ordinances and orders of competent public authority now existing, and all future modifications thereof, so as not to endanger the safety of railroad or other operations upon or in the vicinity of said property or the safety of persons or property near or adjacent to the RAILROAD's property.
- D. The LICENSEE shall assume full responsibility for (i) determining the location and existence of any pipes, wires, conduits, sewers, piling, structures, or other obstructions to the construction of LICENSEE's FACILITY; and (ii) all liability for loss or damage arising out of LICENSEE's failure to do so. The RAILROAD makes no representation that its property is free of any such pipes, wires, conduits, sewers, piling, structures or other obstructions, but agrees to provide the LICENSEE with such information as the RAILROAD may have relating thereto.
- E. Except as provided in paragraph 6 hereof covering Emergency Repairs, the LICENSEE shall not commence, or carry on, any work for the installation, maintenance, repair, changing or renewal of the FACILITY, under, over, or within twenty-five (25) feet of any railroad track at the location described above (i) without giving not less than forty-eight (48) hours' prior notice to the RAILROAD's Chief Engineer or his authorized representative at the RAILROAD's office located at Stevens Point, Wisconsin, Phone (715) 345-2503; and if, in the opinion of the RAILROAD, the presence of an authorized representative is required, (ii) until an authorized representative of the RAILROAD shall be present to supervise the same. The RAILROAD shall render bills to the LICENSEE for all expenses incurred by it for such supervision, including all labor costs for flagmen supplied by the RAILROAD to protect railroad operations, and for the full cost of furnishing, installation, and later removal of any temporary supports for said tracks as the said Chief Engineer or his authorized representatives may deem necessary.
5. Work Requested by Railroad. If the FACILITY, or any part thereof, creates an obstruction or a continuing hazard to railroad operations, the RAILROAD shall notify the LICENSEE, and the LICENSEE, at LICENSEE's sole cost, agrees to make such repairs to or changes in the FACILITY, or the appropriate portion thereof, as the RAILROAD's Chief Engineer shall deem necessary.

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6. Emergency Repairs. To protect and insure the safety of continuing railroad operations, in the event of an emergency, during regular business hours, the LICENSEE shall contact:

Chief Engineer - Maintenance
Wisconsin Central Ltd.
Telephone: (715) 345-2503

During time other than regular business hours, LICENSEE shall contact:

Chief Dispatcher
Wisconsin Central Ltd.
Telephone: (800) 338-8923

LICENSEE shall make such repairs, at LICENSEE's sole cost and expense, expeditiously and in a manner satisfactory to the Chief Engineer - Maintenance.

LICENSEE acknowledges that response to emergency conditions is LICENSEE's sole responsibility for which LICENSEE shall indemnify and hold RAILROAD harmless in accordance with paragraph 7 hereof. Where the emergency condition prevents the RAILROAD from conducting train service operations and LICENSEE fails or is unable to initiate its response to correct the condition within a reasonable time after notification of such condition by RAILROAD, damages to RAILROAD shall include actual and consequential damages, including loss of profits, which result from LICENSEE's failure to so act. If an emergency condition exists and if the condition of LICENSEE's FACILITY is known to RAILROAD, the RAILROAD may take whatever action it deems reasonably necessary to clear its rail lines so as to allow it to conduct train service operation. If, however, the condition of LICENSEE's FACILITY is unknown, then prior to commencing such action, to confirm the condition of the FACILITY, RAILROAD shall contact:

CENTRAL LAKE COUNTY JOINT
ACTION WATER AGENCY
900 North Shore - Suite 212
Lake Bluff, IL 60044
(708) 295-7788

or such other address or phone number as LICENSEE, from time to time, shall advise RAILROAD.

7. Indemnification by Licensee.

A. General:

The LICENSEE assumes all risk of, and agrees to protect, defend, indemnify and save harmless the RAILROAD and any other railroad or railroad companies permitted by the RAILROAD to use the right-of-way, tracks or facilities of the RAILROAD (the "Other Users") of and from any claim, liability, loss, cost or expense (including reasonable attorneys' fees) for (a) loss of or damage to property by whomsoever owned including, but not limited to, the property of the LICENSEE and the RAILROAD and Other Users, their respective agents, employees, representatives, independent contractors and invitees; and (b) injury to or death of person or persons whomever including, but not limited to, the

employees, agents, representatives, independent contractors and invitees of the LICENSEE, the RAILROAD and Other Users; resulting from, arising out of, or in any way related to the installation, repair, maintenance, renewal or existence of the FACILITY, including injury and resulting death or loss of or damage to property caused by or resulting in any way from any negligent act or omission of RAILROAD, its employees, directors, officers or agents, unless such injury, loss or damage is caused solely by the gross negligence or wanton or reckless acts, but not negligent omissions, of the RAILROAD.

B. Environmental

LICENSEE shall comply with all applicable ordinances, rules, regulations, requirements, and laws of any governmental authority having jurisdiction of environmental standards and conditions. If, in the conduct of LICENSEE's operations, LICENSEE shall violate any such ordinance, rule, regulation, requirement, or law, LICENSEE agrees to, and shall, protect, save harmless, defend, and indemnify the RAILROAD from and against any and all penalties, fines, costs, and expense (including reasonable attorney's fees and costs of defense) imposed upon or incurred by RAILROAD caused by, arising out of, resulting from, or in any way connected with such violation or violations. The liability of LICENSEE hereunder shall survive termination of this Agreement.

8. Insurance.

A. Railroad Protective Insurance - During Installation Period

If the LICENSEE shall use its own forces or shall employ a contractor for the installation of the FACILITY, then, before commencing work, the LICENSEE or LICENSEE's contractor, as the case may be, shall provide and maintain the following insurance, in form and amount and with the companies satisfactory to, and as approved by, the RAILROAD:

- (a) Statutory Workers' Compensation and Employer's Liability insurance.
- (b) Automobile Liability in an amount not less than \$1,000,000 combined single limit.
- (c) An Occurrence Form Railroad Protective Policy with limits of not less than \$3,000,000 per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property, with \$6,000,000 aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The policy must name

Wisconsin Central Ltd.
P.O. Box 5062
Rosemont, IL 60017-5062

as the Insured, and shall provide for not less than ten (10) days' prior written notice to the RAILROAD of cancellation of, or any material change, in the policy.

B. By Licensee - Post Installation