

thirty (30) days following receipt by LICENSEE of such notice, LICENSEE fails to cure such breach to the satisfaction of the RAILROAD, then the RAILROAD shall have the right to forthwith terminate this Agreement without further notice.

- B. If LICENSEE breaches the covenant for insurance described in paragraph 8 above, the RAILROAD shall notify LICENSEE in writing, specifying such breach. If, within ten (10) days following receipt by LICENSEE of such notice, LICENSEE fails to cure such breach to the satisfaction of the RAILROAD, then the RAILROAD shall have the right to forthwith terminate this Agreement without further notice.
  - C. If LICENSEE breaches any covenant other than those described in A and B above, the RAILROAD may serve written notice upon LICENSEE specifying such breach. If, within sixty (60) days following receipt by LICENSEE of such notice, LICENSEE fails to cure such breach to the satisfaction of the RAILROAD, RAILROAD shall have the right to forthwith terminate this Agreement without further notice. However, it is understood between the parties that, to protect continuing railroad operations, the RAILROAD may, but shall not be obligated to, do whatever is necessary to cure any such breach and LICENSEE agrees to reimburse RAILROAD for the costs therefor promptly following receipt of a bill from the RAILROAD.
  - D. The rights described in A, B, and C above shall be in addition to any other right at law or in equity arising by reason of any breach by LICENSEE; and the failure of the RAILROAD to terminate this Agreement for any such breach shall not constitute a waiver of any other or future breach.
  - E. In addition, in the event the RAILROAD shall (i) abandon the line of railroad which contains that portion described in this Grant of License; or (ii) enter into a contract for the sale of the right-of-way on which such line of railroad is situated and the purchaser thereof refuses or is unwilling to accept an assignment of this Grant of License; the RAILROAD shall have the right to terminate this Grant of License upon ninety (90) days' prior written notice to the LICENSEE. In the event of such termination, RAILROAD agrees to refund to LICENSEE the prorata share of any License Fee paid in advance, calculated from the effective date of such termination.
10. Termination - Removal of FACILITY. Upon termination of this Agreement for any reason whatsoever, within one (1) year from the date of such termination, the LICENSEE, at LICENSEE's sole expense, shall remove the FACILITY from the property of the RAILROAD at the above specified location, and shall restore said property to a condition satisfactory to the RAILROAD's Chief Engineer.
11. Assignment. This license may not be assigned, and the LICENSEE shall not assign this Agreement or any rights granted hereby. Any assignment of this Agreement by the LICENSEE shall constitute a material breach of this Agreement and shall be null and void.
12. Notices. All notices herein provided shall be deemed served if mailed, by registered or certified mail, return receipt requested, to the

address of each of the parties as stated on page one (1) of this Agreement, or to such other address as either party shall notify the other, from time to time in writing.

13. Miscellaneous.

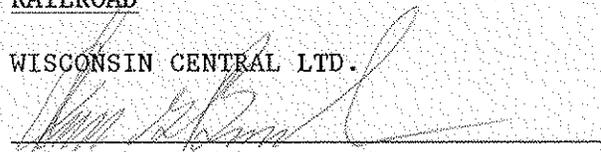
- A. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but it shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- B. This Agreement may not be changed, altered or amended except in writing, signed by the RAILROAD and the LICENSEE.
- C. It is understood and agreed that this is a license agreement and the terms and conditions contained herein shall not be construed to confer any rights on the parties other than those of a license; and this license may not be recorded by the LICENSEE.

IN WITNESS WHEREOF, the RAILROAD and the LICENSEE have duly executed this Agreement as of the day and year first above written.

LICENSEE  
CENTRAL LAKE COUNTY JOINT ACTION  
WATER AGENCY

  
\_\_\_\_\_  
Title: Exec. Dir. of Soc.

RAILROAD  
WISCONSIN CENTRAL LTD.

  
\_\_\_\_\_  
Director of Real Estate

3000561

# WISCONSIN CENTRAL LTD. CONSTRUCTION OF PIPE LINES OR CABLE UNDER TRACKS

**GENERAL REQUIREMENTS** Pipe lines under railway tracks or across or along railway right-of-way shall conform to current American Railway Engineering Association Specifications if constructed in the United States or where laws or orders of public authority prescribed a higher degree of protection than specified herein, then the higher degree of protection so specified shall be adhered to.

Plans and specifications for proposed installation shall be submitted to Division Engineering Office and meet the approval of the railway company before construction is begun. Plans shall be drawn to scale showing the relation of the proposed pipe line, angle of crossing, location of valves, railway survey station, right-of-way line and general pipe in relation to actual profile of ground and tracks, complete description of material to be used, and location of jacking and receiving pits. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel should be shown. The execution of the work on the railway right-of-way, including the supporting of tracks, shall be subject to the inspection and direction of the Division Engineering Office.

Pipe lines shall be located, where practicable, to cross tracks at approximately right angles thereto but preferable at not less than 45 degrees and shall not be placed within a culvert, under railway bridge or closer than 45 feet to any portion of any railway bridge, building or other important structure, except in special cases and then by special design as approved by the Chief Engineer of the railway company.

Pipe lines laid longitudinally on railway right-of-way shall be located as far as practicable from any tracks or other important structures. Pipe lines carrying flammable products or products under pressure located within 25 feet of the centerline of any track or where there is danger of damage from leakage to any bridge, building or other important structure, shall be encased or of special design as approved by the Chief Engineer of the railway company.

Pipe lines laid longitudinally on the railway right-of-way, 50 feet or less from the centerline of track shall be buried not less than 4'6" from the ground surface to top of pipe. If more than 50 feet from centerline of track minimum cover shall be 3 feet.

If additional tracks are constructed in the future, or railway company determines that roadbed should be widened, the casing shall be extended correspondingly by licensee.

All casing pipe, except those laid longitudinally, shall be sloped not less than 0.3%.

Pipe lines shall not be installed on wood trestles but consideration will be given to permitting attachment to steel spans where unreasonable expense would be required to provide separate crossing over waterway, public way or railroad.

The ends of casing pipe shall be securely and permanently sealed to outside of carrier pipe with approved joint material against encroachment of outside elements. The vent pipes shall be connected to the top surface of casing pipe at both ends of the casing pipe.

## CASING PIPE FOR E-72 LOADING

### STEEL PIPE

Wall Thickness for Steel Casing Pipe  
(minimum yield strength 35,000 P.S.I.)

| Pipe coated or Cathodically Protected<br>min. thickness<br>Inches | Pipe Not Coated or Cathodically Protected<br>min. thickness<br>Inches | Diameter of Pipe<br>Inches |
|---|---|----------------------------|
| 0.188   | 0.188   | under 14                   |
| 0.219   | 0.219   | 14 and 16                  |
| 0.250   | 0.250   | 18                         |
| 0.281   | 0.312   | 20                         |
| 0.312   | 0.378   | 22                         |
| 0.344   | 0.408   | 24                         |
| 0.375   | 0.438   | 26                         |
| 0.406   | 0.469   | 28 and 30                  |
| 0.438   | 0.500   | 32                         |
| 0.469   | 0.531   | 34 and 36                  |
| 0.500   | 0.562   | 38, 40 and 42              |

\* for materials of lower yield strength increase thickness an additional 1/16 in.

### REINFORCED CONCRETE PIPE

Pipe shall conform to A.S.T.M. Designation C-78, Class V, Wall "B" (Min.) Round Pipe shall have circular, not elliptical reinforcement.

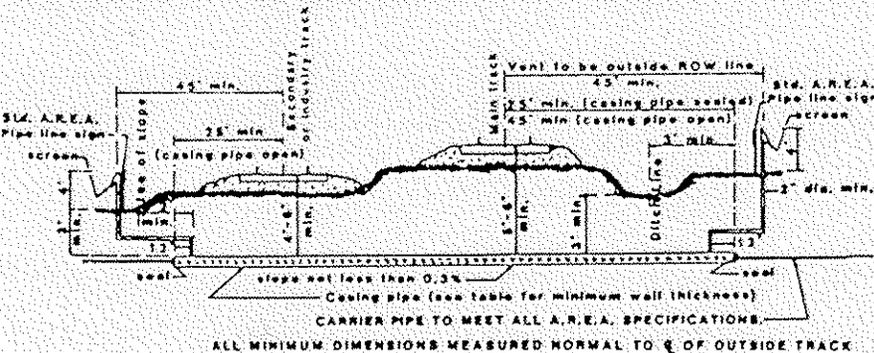
### CAST IRON PIPE

Installation must be by open trench. Pipe shall conform to American National Standards Institute Specifications A21, Class 150 for 12" and under and Class 250 for over 12" Pipe to have mechanical joints or compression couplings.

### CORRUGATED METAL PIPE

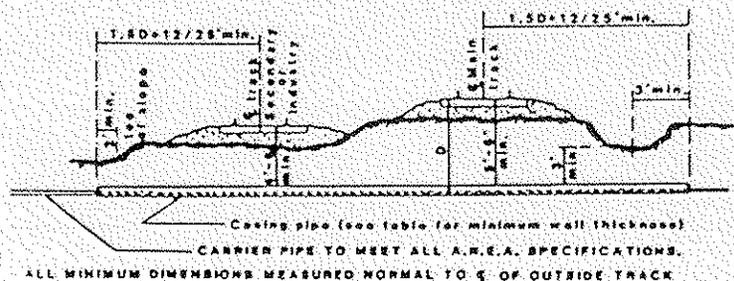
Pipe shall be galvanized, bonded and asphalt coated

| Gage of metal before galvanizing<br>U.S. Std. gage | Diameter of Pipe<br>(Inches) |
|--|------------------------------|
| 14   | 18 and under                 |
| 12   | 24, 30, and 36               |
| 10   | 42 and 48                    |



### PIPE LINES CARRYING FLAMMABLE SUBSTANCES

This includes all gasoline, petroleum products, or other flammable or highly volatile substance under pressure.

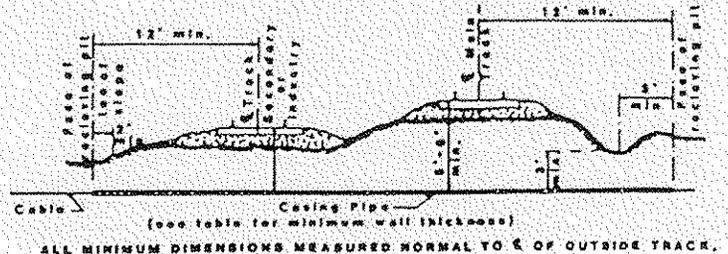
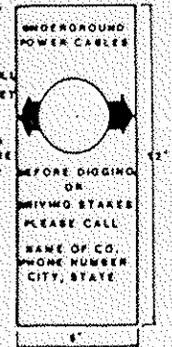


### PIPE LINES CARRYING NON-FLAMMABLE SUBSTANCES

This includes steam, water or any nonflammable substance which from its nature or pressure might cause damage if escaping on or in the vicinity of railway property. Sewers and drains do not require casing pipe unless conditions exist which will endanger security of track, but should be of sufficient strength to withstand E-72 loading.

## WISCONSIN CENTRAL LTD. SPECIFICATIONS FOR MARKING BURIED POWER CABLES ON RAILROAD RIGHT OF WAY.

CABLE ROUTE MUST BE MARKED AT EDGE OF RIGHT OF WAY WHERE CABLE ENTERS OR LEAVES RAILROAD PROPERTY. IN CASES OF PARALLEL CABLE ROUTE, SIGNS AS INDICATED IN FIGURE 1 ON THIS EXHIBIT WILL BE PLACED APPROXIMATELY EVERY 200 FEET SIGNS TO BE OF A PERMANENT VERTICAL TYPE, NOT SMALLER THAN 6 INCHES WIDE BY 12 INCHES HIGH, YELLOW BACKGROUND WITH BOLD BLACK LETTERING. SIGNS TO BE MOUNTED ON METAL POSTS OR AS OTHERWISE AGREED TO AT A HEIGHT OF 6 FEET ABOVE GROUND LEVEL.



### CABLE CROSSING

# EXHIBIT - "B"

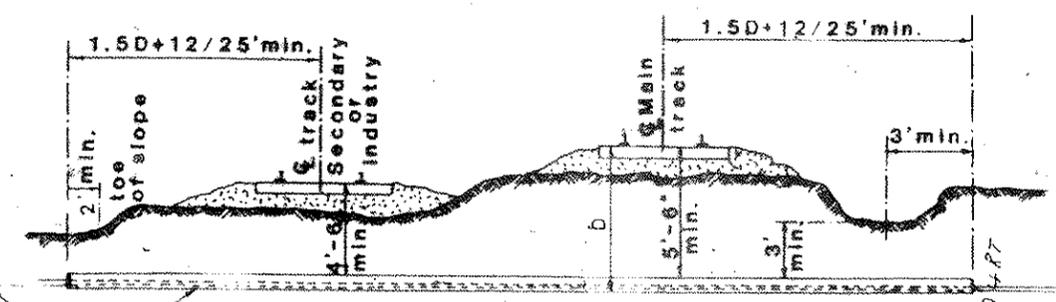
| CASING PIPE FOR E-72 LOADING   |   |                         |
|--|---|-------------------------|
| STEEL PIPE   |   |                         |
| Wall Thickness for Steel Casing Pipe (minimum yield strength 35,000 P.S.I.)* |   |                         |
| Pipe coated or Cathodically Protected min. thickness inches                  | Pipe Not Coated or Cathodically Protected min. thickness inches | Diameter of Pipe inches |
| 0.188  | 0.188   | under 14                |
| 0.219  | 0.262   | 14 and 16               |
| 0.250  | 0.312   | 18                      |
| 0.281  | 0.344   | 20                      |
| 0.312  | 0.375   | 22                      |
| 0.344  | 0.406   | 24                      |
| 0.375  | 0.438   | 26                      |
| 0.406  | 0.469   | 28 and 30               |
| 0.438  | 0.500   | 32                      |
| 0.469  | 0.531   | 34 and 36               |
| 0.500  | 0.562   | 38, 40 and 42           |

\* for materials of lower yield strength increase thickness an additional 1/16 in.

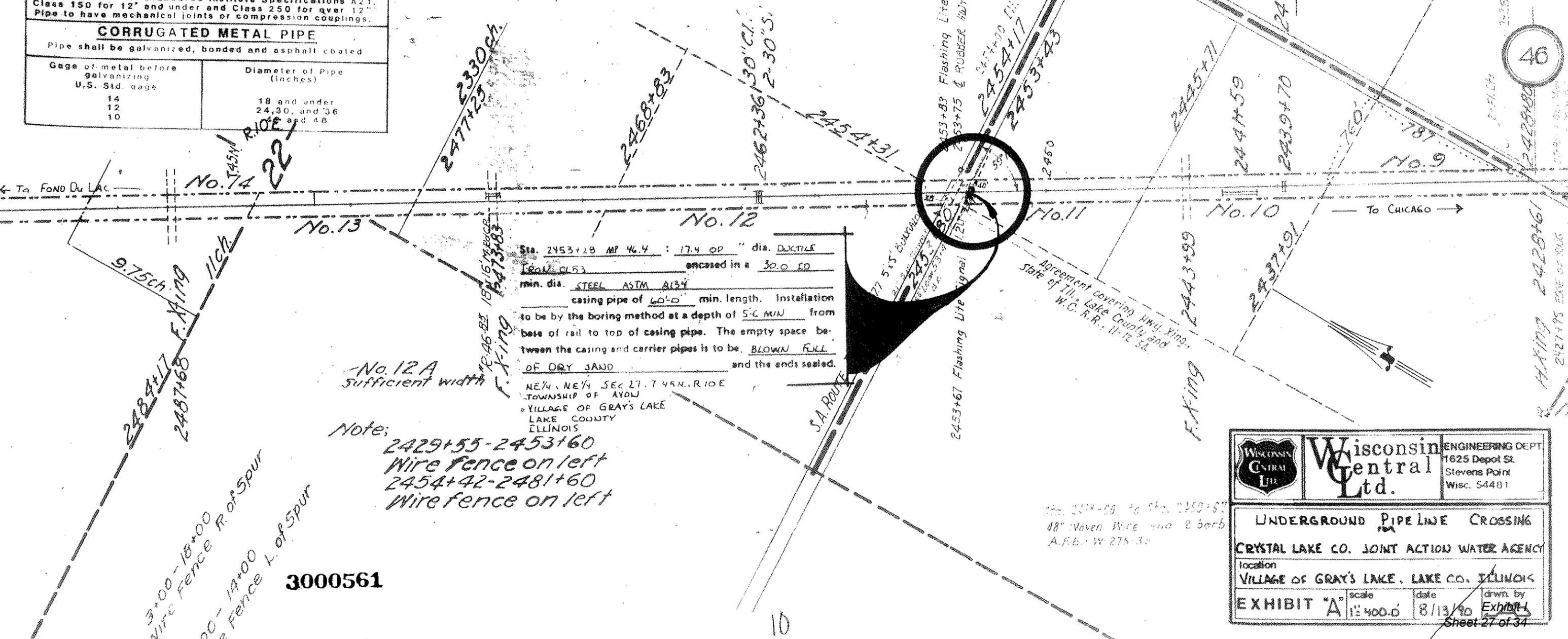
| REINFORCED CONCRETE PIPE  |                           |
|---|---------------------------|
| Pipe shall conform to A.S.T.M. Designation C-76, Class IV, Wall "B" (Min.) Round Pipe shall have circular, not elliptical reinforcement.  |                           |
| CAST IRON PIPE  |                           |
| Installation must be by open trench. Pipe shall conform to American National Standards Institute Specifications A21, Class 150 for 12" and under and Class 250 for over 12". Pipe to have mechanical joints or compression couplings. |                           |
| CORRUGATED METAL PIPE   |                           |
| Pipe shall be galvanized, bonded and asphalt coated   |                           |
| Gage of metal before galvanizing U.S. Std. gage   | Diameter of Pipe (inches) |
| 14  | 18 and under              |
| 12  | 24, 30, and 36            |
| 10  | 42 and 48                 |

**PIPE LINES CARRYING NON-FLAMMABLE SUBSTANCES**

This includes steam, water or any nonflammable substance which from its nature or pressure might cause damage if escaping on or in the vicinity of railway property. Sewers and drains do not require casing pipe unless conditions exist which will endanger security of track, but should be of sufficient strength to withstand E-72 loading.



CARRIERS PIPE TO MEET ALL A.R.E.A. SPECIFICATIONS.  
ALL MINIMUM DIMENSIONS MEASURED NORMAL TO Q OF OUTSIDE TRACK



|                       |  |  |
|-----------------------|--|--|
|                       | <b>Wisconsin Central Ltd.</b>  | ENGINEERING DEPT<br>1625 Depot St.<br>Stevens Point<br>Wisc. 54481 |
|                       | UNDERGROUND PIPE LINE CROSSING<br>CRYSTAL LAKE CO. JOINT ACTION WATER AGENCY<br>location<br>VILLAGE OF GRAY'S LAKE, LAKE CO., ILLINOIS |  |
| EXHIBIT "A"           | scale<br>1" = 400.0'   | date<br>8/13/90  |
| drawn by<br>Exhibit-1 |  | Sheet 27 of 34   |