

LICENSE AGREEMENT

THIS License Agreement ("Agreement"), made this 9th day of November, 2009, by and between WISCONSIN CENTRAL LTD. whose address is 17641 S. Ashland Avenue, Homewood, IL 60430, hereinafter called Licensor, party of the first part, and COUNTY OF LAKE, whose address is 600 West Winchester Road, Libertyville, Illinois 60048-1381, hereinafter called Licensee, party of the second part, in consideration of the sum of ONE THOUSAND and No/100ths Dollars (\$1,00.00) paid to Licensor by Licensee, for the preparation of this License, and the covenants and agreements hereinafter recited on the part of Licensee to be paid, kept and performed, Licensor hereby gives Licensee a non-exclusive license and privilege as described below, subject to the provisions herein.

Section 1, DESCRIPTION

Licensor grants to Licensee a license to operate a multi-use (bicycle and pedestrian) at-grade crossing located over and across Licensor's main line within existing roadway right-of-way of Harris Road, at Licensor's Milepost CM-43.06, Waukesha Subdivision, more or less, in Lake County, Illinois.

The above described facility(ies) of Licensee and any appurtenances thereto, hereinafter collectively termed "Pedestrian Crossing," is to be located as indicated in red color on Licensor's Plat attached hereto, marked Exhibit "A", dated November 9, 2009, attached to this Agreement and incorporated herein by reference..

Pedestrian Crossing shall be subject to the terms and conditions of the Illinois Commerce Commission (ICC) in any orders entered in ICC Docket T09-0113 and understood by the parties to be part of this Agreement.

The Pedestrian Crossing and any appurtenances within Licensor's right-of-way will be situated within the existing non-exclusive easement for roadway purposes.

Section 2, USE.

(a) Licensee shall use the non-exclusive license and privilege contained herein solely for the purpose of operating a ten-foot (10') wide at-grade Pedestrian Crossing, at Licensee's sole cost and expense, and for no other purpose without Licensor's prior written consent, which may be denied for any reason.

(b) Licensee's use, as herein defined, shall not be for any purpose which is forbidden by law, regulation or ruling of any governmental authority, including local, state and federal, or which may invalidate any policy or insurance.

(c) Licensee shall not use any other property of Licensor other than that which is occupied by the Pedestrian Crossing without first obtaining Licensor's prior written consent (which may be denied for any reason) and complying with all of Licensor's requirements applicable thereto.

(d) Licensor reserves the right to grant licenses to others, but such licenses shall not interfere with Licensee's use and enjoyment of the rights granted this Agreement.

Section 5, FLAGMEN.

(a) Licensor shall place and maintain, at the sole cost and expense of Licensee, any flagmen, watchmen, and/or inspectors Licensor deems necessary for the proper protection of traffic moving on its tracks and to ensure the safety of its operations during construction, maintenance, relocation and removal of the Pedestrian Crossing.

(b) During construction, maintenance or removal of the Pedestrian Crossing, movement of personnel, equipment and materials over and across the tracks of Licensor shall be held to a minimum and such movements shall be made only under the supervision and direction of the Chief Engineer of Licensor or his duly authorized representative.

Section 6, RELOCATION CHANGES AND ALTERATIONS.

(a) When and as often as Licensor shall reasonably require to have the location and/or elevation of the Pedestrian Crossing, or any portion thereof changed for the purposes of making improvements to the facilities of Licensor, including the installation of an additional track(s), minimizing any unreasonable hazards presented by the Pedestrian Crossing, or the contents thereof, Licensee shall, at its own cost and expense with due diligence but in any event not later than sixty (60) days after receipt of written notice from Licensor, change the location and/or elevation of the Pedestrian Crossing, or any portion thereof, to such a location and/or elevation as shall be reasonable designated by the Chief Engineer of Licensor, or his duly authorized representative.

(b) In the event Licensee submits in writing a request to Licensor to extend the sixty (60) day relocation period, Licensor shall respond within thirty (30) days. Such extension request shall not be unreasonably withheld.

(c) Licensee agrees that upon reasonable request from Licensor, it will, at its own cost and expense, make changes or alterations to the Pedestrian Crossing when Licensor's operations require modification to Licensor's facilities, or to minimize hazards presented by the Pedestrian Crossing or to the contents thereof.

(d) In the event Licensee shall fail to change the location or elevation of, renew or repair, alter, or make any changes reasonably requested by Licensor to the Pedestrian Crossing or any portion thereof, or to correct any defective conditions after receipt of written notice from Licensor as hereinbefore provided and within the time stipulated, then Licensor may, without further notice to Licensee, perform said work. The total cost of such work performed by Licensor shall be charged to and be borne by Licensee.

Section 7, INSURANCE.

(a) Prior to the commencement of construction of the Pedestrian Crossing and/or entering onto the property of Licensor for the activities provided herein, Licensee (and all contractors retained by the Licensee in conjunction with this Agreement) will obtain, at its sole cost and expense, and keep in effect during the term of this Agreement, insurance adequate to cover all liability herein assumed by Licensee and to protect Licensor, its officers, directors, stockholders, employees and agents with respect to losses arising out of this Agreement and incurred by Licensee, its officers, directors, stockholders, employees, and agents.

provisions of any state or federal workers' compensation act, disability benefit act, or other employee benefit act.

(b) Licensee agrees to protect the property of Licensor, its officers and employees (including rolling stock as well as stationary facilities) from damage on account of any accident or occurrence which but for the license and privilege herein granted would not have been incurred, and to reimburse Licensor, its officers and employees, promptly for any and all such loss or damage.

(c) For the purposes of this Section 8, the term Licensor shall include not only Licensor named herein but also any parent company(ies), subsidiary(ies) or affiliates(s) of Licensor, or its or their agents, servants, employees, directors, officers, contractors, subcontractors or suppliers.

(d) For the purposes of this section, the term Licensee shall include not only the Licensee named herein, but also its officers, agents, employees, servants, contractors subcontractors and invitees.

Section 9. ASSESSMENTS AND TAXES.

Licensee, as a part of the consideration for this Agreement, agrees to pay all assessments and taxes on any lands or facilities of Licensor which assessments and taxes result from the license and privilege herein granted.

Section 10. TERMINATION.

(a) Upon termination of this Agreement, Licensee shall remove the Pedestrian Crossing and all appurtenances thereto except for crossing surface and protection. Licensor, at the sole cost and expense of Licensee, shall remove the crossing surface and protection.

(b) In the event of Licensee's breach of any material covenant, condition or other obligation of this Agreement, Licensor shall have the right to terminate this Agreement immediately. Licensor's exercise of its right to terminate this Agreement shall not excuse Licensee from the fulfillment of satisfaction of any obligation under this Agreement which has accrued prior to Licensor's termination of same. Should Licensor exercise its right of termination, Licensee will support termination of this Agreement and cessation of the Pedestrian Crossing at any necessary hearings, proceedings or dockets before the Illinois Commerce Commission or any other regulatory body with jurisdiction over the Pedestrian Crossing.

(c) All notices and communications concerning this Agreement shall be addressed to Licensor or to Licensee at their respective addresses set forth herein, or at such other address as either party may designate in writing to the other party.

(d) Upon termination of this Agreement, Licensee shall restore premises to a condition satisfactory to Licensor's Chief Engineer, or his duty authorized representative and within a reasonable time specified in any notice of termination. If Licensee shall fail to make the restoration in the manner and time set forth herein, Licensor may perform the restoration and make said restoration, all at the sole risk, cost and expense of Licensee, and may also dispose of any removed items without necessity to account for the same or to give further notice to Licensee.

Section 14, RAIL OPERATIONS.

Regardless of the rights extended to Licensee herein, Licensor shall have the right at all times to use all or any portion of its right of way for the purposes of conducting its rail operations and business or to permit others to use the same, or to add any tracks or other appurtenances at any time.

Section 15, RECORDING.

Licensee shall not record this Agreement without the written consent of Licensor, such consent not to be unreasonably withheld. However, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this Agreement for the purpose of recordation, provided Licensor has consented as required above. Said memorandum or short form of this Agreement shall describe the parties, the termination provision of this Agreement and shall incorporate this Agreement by reference. The party requesting the recording shall pay the recording costs.

Section 16, INSPECTION.

Notwithstanding any other provisions of this Agreement, nothing contained herein shall relieve Licensee from its obligation to inspect and at all times maintain in good condition and repair the Pedestrian Crossing, and its facilities located under, upon or over the land of Licensor, or impose any obligation upon Licensor in respect to such inspection and maintenance.

Section 17, BANKRUPTCY.

It is expressly understood and agreed that in the event of any assignment for the benefit of creditors, or in the event a petition in bankruptcy shall be filed by Licensee, or if Licensee shall be adjudged bankrupt or insolvent by any court, or if a trustee in bankruptcy or a receiver of Licensee or Licensee's property shall be appointed in any suit or proceeding brought by or against Licensee, and if at such time this license is in default by Licensee, then and in such event Licensor, at its option, may (1) terminate this Agreement at the end of the following month by notice, or (2) may request affirmance or rejection of this Agreement under any applicable law by giving Licensee or any such assignee, trustee, or receiver written notice of such termination or demand for election. If Licensee or such assignee, trustee or receiver fails to elect affirmance and fails to furnish adequate assurances of correction of existing debt and continued performance under the Agreement, Licensor may apply to the appropriate court for an order compelling removal of Licensee or such assignee, trustee, or receiver. If Licensee or such assignee, trustee or receiver shall reject this Agreement, it shall vacate the premises as provided for herein. If Licensee or such assignee, trustee or receiver shall affirm this Agreement, it shall thereupon be bound by all terms hereof, including payment of all rentals from the date of Licensor's notice of demand for election and remedies of Licensor for nonpayment of other breach.

Section 18, SUCCESSORS AND ASSIGNS.

The terms, covenants and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Licensor and the successors and assigns of Licensee.

Section 25, NON-WAIVER OF COVENANTS.

The failure of either party to enforce any of the provisions of this Agreement at any time shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement, or any part thereof, nor the right of any party thereafter to enforce each and every such provision.

Section 26, NOTICES.

Any notice, other than the ADVANCE NOTIFICATION described herein, required or permitted to be given under this Agreement shall be in writing and deemed to have been given when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Licensor: Manager Public Works
 Wisconsin Central Ltd.
 17641 S. Ashland Avenue
 Homewood, Illinois 60430

If to Licensee:

Section 27, RELATIONSHIP OF THE PARTIES.

The relationship of the parties is that of independent contractors and in no way establishes an agency relationship.

Section 28, SURVIVAL CLAUSE.

Notwithstanding any other section of this Agreement, the rights and obligations of the parties expressed in this Agreement, including but not limited to, any provisions concerning Indemnity and Liability, shall remain in effect for any legal proceeding brought against Licensor, its officers or employees, which was commenced after the termination, for whatever reason, of this Agreement but was caused by, alleged to be caused by, or grew out of any accident or occurrence which but for this Agreement or the presence of Licensee's employees, agents, contractors, subcontractors, or suppliers pursuant to this Agreement, would not have been incurred, except when such proceeding is attributable to the sole fault, failure or negligence of Licensor, its officers or employees, contractors, subcontractors, or suppliers.

