
TRAFFIC CABLE EASEMENT

The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("Metra") whose address is 547 West Jackson Boulevard, Chicago, Illinois 60661, in consideration of the sum of one Dollar (\$1.00) and other good and valuable consideration in hand paid, does hereby grant unto The Lake County Division of Transportation ("Grantee"), with offices located at 600 West Winchester Blvd., Libertyville, Illinois 60048, a non-exclusive easement ("Easement"), being five (5) feet in width by 200 feet long for the sole use and purpose of installing, constructing, maintaining, repairing, replacing and operating an underground cable system, consisting of one (1) two (2) inch conduit(s) containing one (1) traffic signal cable for the Lake County Division of Transportation traffic cable interconnect of US 12 to Rollins Road at Grand Avenue ("**Traffic Cable System**") and for no other purpose whatsoever, across Metra's Milwaukee District North Line Right of Way located at Grand Avenue near Nippersink Boulevard in Fox Lake, Illinois, delineated on Exhibit "A" attached to and made a part of this Agreement ("**Easement Premises**").

Grantee's use of the Easement Premises is made subject to the following terms and conditions which are deemed covenants and shall run with the land:

1. As one of the considerations for this Easement, Grantee agrees to pay to Metra the sum of \$1,500.00 for the cost of preparing this Easement, payable in advance.
2. The Traffic Cable System contemplated herein shall be installed and constructed exclusively beneath the surface of the ground upon which the Easement Premises is located. Except for periods of installation, construction, maintenance, repairs or replacement, Grantee shall not permit any part of the Traffic Cable System or any appurtenant equipment to be placed on, or remain on the surface of the ground. Grantee shall not attach any part of the Traffic Cable System to any existing communications or signal pole lines. Upon completion of the initial installation and construction of the Traffic Cable System, and upon completion of any subsequent installation, reconstruction, maintenance, repair or replacement of the Traffic Cable System, Grantee, at its own cost and expense, shall remove any debris and restore, or cause to be restored to the reasonable satisfaction of Metra, the Easement Premises and any other affected portion of Metra's property ("**Property**") as

nearly as may be, to the same or better condition than that which existed immediately prior to commencement of such activities by Grantee. In the event Grantee fails to cause the Easement Premises and the Property to be restored to the reasonable satisfaction of Metra as provided for herein, Metra shall have the right to restore the Easement Premises and the Property and Grantee shall reimburse Metra for all costs and expenses incurred by Metra in its performance of the obligations imposed upon Grantee hereunder.

3. The interests conveyed herein shall be subject to all other previous grants, easements, utilities or uses of the Easement Premises. Metra shall have the right to retain existing improvements at the location of the Easement Premises and also shall have the right at any and all times in the future to install, construct, and maintain over said Easement Premises such additional improvements as Metra may from time to time elect. Nothing shall be done or suffered to be done by Grantee that will in any manner impair the usefulness or safety of the existing improvements of Metra or of such improvements as Metra may construct in the future. Metra reserves the exclusive right to grant future rights, privileges, easements or licenses over, under, across, parallel with, or within the Easement Premises, provided that such grants do not unreasonably interfere with Grantee's permitted usage.

4. Metra, its successors or assigns, may require, at Metra's sole discretion, that the placement of the Telecommunications System or the location of the Easement Premises be relocated at other locations along Metra's property. In the event any relocation of the Easement Premises or the Traffic Cable System is required by Metra, Grantee shall be responsible for performing said relocation and will assume all reasonable costs or expenses associated with or arising out of said relocation. Any and all plans and specifications for said relocation must be submitted to Metra for review and approval, which approval shall not be unreasonably withheld or delayed. Should Grantee fail to perform said relocation within sixty (60) days of Metra's approval of said plans and specifications, or such other time period agreed to by Metra, Metra shall perform or cause to be performed said relocation at Grantee's sole cost and expense. Metra shall be reimbursed by Grantee for said relocation within thirty (30) days of receipt of the bill by Grantee.

5. Metra shall permit Grantee reasonable right of entry for the purpose of installing; constructing, maintaining, repairing, replacing and operating said Traffic Cable System. Metra may, however, restrict the location of entry points or access on or over the Easement Premises.

6. Before and during the installing, constructing, maintaining, repairing, replacing and operating of said Traffic Cable System, or at any other time, Metra shall have the right, in connection with the performance of such work by Grantee or any other party or parties acting on behalf of or with the authority of Grantee, to provide such safe and temporary structures as Metra may deem necessary to provide for the safety and protection of its buildings or other improvements whether now existing or hereafter constructed on, under, above, about or adjoining the Easement Premises, and Grantee agrees to pay to Metra the entire reasonable cost of constructing and removing such temporary structures and of restoring Metra's property to substantially the same condition in which it was prior to said installation, construction, maintenance, repair, replacement or operation activities.

7. To the fullest extent permitted by law, Grantee hereby assumes and agrees to release, acquit and waive any rights which Grantee may have against and forever discharge Metra, the Regional Transportation Authority ("RTA") and the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC"), their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting there from, and on account of damage to or destruction of property arising from any accident or incident which may occur to or be incurred by Grantee, its employees, officers, agents and all other persons acting on Grantee's behalf while on the Easement Premises or the Property, whether or not such injuries or damages are caused by the actions, omissions or negligence of Metra, the RTA or the NIRCRC. Notwithstanding anything in this Easement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

1. To the fullest extent permitted by law, Grantee agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorneys' fees) as a result of claims, demands, actions, suits, proceedings, judgments or settlements, arising out of or in any way relating to or occurring in connection with Grantee's use of or the condition of the Easement Premises, which may occur to or be incurred by Grantee, its employees, officers, agents, and all other persons acting on its behalf while on the Easement Premises or the Property, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the actions, omissions or negligence of Metra, the RTA or the NIRCRC. Metra agrees to notify Grantee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Grantee further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision, whether such claims, suits, actions or proceedings are rightfully or wrongfully made or filed; provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. Grantee shall not enter into any compromise, or settlement of any such claims, suits, actions or proceedings without the consent of Metra, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence of Metra, the RTA or the NIRCRC with respect to any construction work performed by Grantee or those performing on behalf of or with the authority of Grantee in violation of the Illinois Construction Contract Indemnification for Negligence Act.

2. To the fullest extent permitted by law, during all periods that Grantee or those persons authorized by or acting on behalf of Grantee are on the Easement Premises to perform or cause to be

performed any installation, construction, maintenance, or repair with respect to the Traffic Cable System, Grantee shall cause each of The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation to be designated as additional insured on all insurance policies relating to the Easement Premises and shall provide proof thereof to Metra prior to entering upon the Easement Premises. At a minimum, Grantee shall obtain and keep in force the following insurance relating to the Easement Premises:

- a. Worker's Compensation (Coverage A) in an amount no less than required under State law. Additionally, Employer's Liability (Coverage B) in an amount no less than Five Hundred Thousand Dollars (\$500,000.00);
- b. Comprehensive Automotive Liability Insurance with coverage of no less than Two Million Five Hundred Thousand Dollars (\$2,500,000) combined single limit;
- c. Commercial General Liability with coverage of no less than Two Million Five Hundred Thousand Dollars (\$2,500,000) per occurrence; and
- d. Railroad Protective Public Liability Insurance (AAR-AASHTO form) in the name of The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation and additional railroad(s) at Metra's discretion, providing for a limit of no less than Two Million Dollars (\$2,000,000.00) single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of any person in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Grantee will furnish such insurance with an aggregate of no less than Six Million Dollars (\$6,000,000.00) for all damages as a result of more than one occurrence.

Grantee or its contractor(s) shall not commence any work until it has obtained and provided the required insurance and has received approval of same by Metra. All policies must be in full force at the time of submission and shall not be canceled, modified, limited or allowed to expire without having given Metra thirty (30) days prior written notice of such. Notice must be sent to: Metra, Attention: Director, Risk Management, 11th Floor, 547 West Jackson Boulevard, Chicago, Illinois 60661. Grantee's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the NIRCRC or the RTA as additional insured shall not, at any time, operate as a waiver of each Metra's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement. During the Term, Metra may make commercially reasonable increases in the amount of insurance required by Grantee or its contractor(s) and/or sub-contractor(s) under the terms and provisions of this Agreement.

3. Grantee shall pay the entire cost of installing; constructing, maintaining, repairing, replacing and operating said Traffic Cable System. Grantee shall install, construct, maintain, repair, replace, and operate the Traffic Cable System in accordance with:

- a. all applicable federal, state and local municipal laws, ordinances, rules and regulations promulgated by governmental authorities; and
- b. the plans, specifications and profiles, specifically including date of commencement of work, to be prepared by Grantee and submitted for approval to Metra.

Grantee shall not commence work upon the Easement Premises until Metra shall have approved Grantee's plans, specifications and profiles, such approval not to be unreasonably withheld or delayed. Metra's approval of Grantee's plans, specifications and profiles, shall not relieve Grantee of the duty to verify that the plans, specifications and profiles, and all amendments thereto, are in compliance with the requirements of this paragraph.

4. Metra reserves the right to have a representative present during the construction of the Traffic Cable System, but in no way waives any rights by failing to have said representative present. If the manner of installing, constructing, replacing, repairing, maintaining and operating said Traffic Cable System shall at any time be in violation of any applicable law, ordinance, rule or regulation promulgated by governmental authority, then Grantee shall, at no cost or expense to Metra, upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction in the Easement Premises make such changes or repairs as shall be necessary. Failure or refusal of Grantee to make the required changes or repairs within the time prescribed by said agency shall terminate this Agreement, and Grantee's rights and interest shall revert to Metra; provided, however, that this Agreement shall not terminate as long as Grantee in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, ordinances, rules or regulations or so long as Grantee is diligently pursuing compliance.

5. Grantee shall construct the necessary Easement appurtenances and/or other fixtures as may be deemed necessary, in such a manner so as not to interfere with Metra's use of the Easement Premises, including, but not limited to, adequate protection to prevent any induced, foreign or returned voltages and currents. Following installation of the Telecommunications System, Grantee shall provide Metra with a copy of "as built" plans. Should the installation, construction, maintenance, operation or presence of said Traffic Cable System necessitate any change or alteration in the location or arrangement of any other wires or appurtenances owned or possessed by Metra, or should it, for reasons of safety, become necessary to repair or change the locations, elevation, method of construction of said Traffic Cable System or any part thereof, Grantee shall do such work upon receipt of a written request to do so from Metra.

6. Grantee agrees that it will, immediately upon receipt of a statement showing the amount thereof, pay all costs of any and all work performed upon the right of way and tracks of Metra which shall be made necessary by the installation, construction, maintenance, repair, replacement, renewal

or presence thereon of said Traffic Cable System. To the extent that in the reasonable opinion of Metra or its designee, flagging and supervisory services are deemed necessary by reason of the installation, construction, repair, renewal, alteration or removal of said Traffic Cable System, Grantee shall, upon receipt of a bill or invoice therefore, reimburse Metra or its designee for the reasonable cost and expense of furnishing such flagging and supervisory services.

7. Any rights to the Easement Premises not specifically granted to Grantee are reserved to Metra. All rights and interest in and to said Easement Premises shall revert to Metra if Grantee vacates, abandons or ceases to use the Easement Premises for a period of twelve (12) consecutive months. In such event, Grantee shall, upon Metra's request, execute appropriate documents releasing Grantee's interests.

8. Grantee shall not suffer any mechanics', laborers' or material men's lien to be filed against the Easement Premises, or any interest therein by reason of any work, labor, services or materials performed at or furnished to, or claimed to have been performed at or furnished to, the Easement Premises, by, or at the direction or sufferance of, Grantee, or anyone holding the Easement Premises through or under Grantee. In the event such lien is filed against the Easement Premises, Grantee shall promptly satisfy and discharge such lien upon notice thereof.

9. All notices herein required shall be in writing and shall be served on the parties at the addresses shown herein by the mailing of a notice by registered or certified mail, return receipt requested, or by delivery by a nationally recognized overnight carrier.

(a)

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Law Department, General Counsel
Phone: (312) 322-6696
Fax: (312) 322-6698

(b)

Notices to County shall be sent to:
Lake County Division of Transportation
600 West Winchester Road
Libertyville, Illinois 60048-1381
Attn: Mr. Anthony N. Khawaja, P. E.
Phone: (847) 377-7400

Notices sent by certified or registered mail shall be deemed delivered three (3) days after deposited in the U.S. mail. Notices sent by overnight carrier shall be deemed delivered on the day delivered.

17. Grantee shall not expand the Traffic Cable System, including, without limitation, the installation or placement of additional fiber optic cable lines, conduits or fibers on the Easement

Premises, without having first received Metra's prior written consent, which consent may be withheld by Metra in its sole discretion. Metra may charge Grantee an easement fee for an expanded Traffic Cable System, calculated in accordance with Metra's scheduled rates, or in the absence of such scheduled rates, market conditions. It is distinctly agreed that Grantee shall not assign its rights under this Easement without first having received the prior written consent of Metra.

18. This Easement is granted to Grantee solely for Grantee's internal communication needs. Grantee shall not sell, lease, license or otherwise permit any third party to use the Easement Premises or to send or receive any data, voice or other transmissions of any kind through or over the Traffic Cable System.

19 This Easement may be terminated by Metra effective sixty (60) days after giving notice to Grantee if the Premises, or any portion thereof, is needed for any Metra or railroad purposes as determined by Metra in its sole discretion or effective immediately upon notice to Grantee if Grantee ceases to operate or maintain the Traffic Cable System or violates any of the terms, conditions or provisions set forth in this Agreement. In case of termination, Grantee shall remove from the Premises the Traffic Cable System and shall restore said Premises to the same or better condition than that which existed prior to the construction and installation of the Traffic Cable System; or upon failure, neglect or refusal of Grantee to do so, Metra may make or cause to be made such removal and restoration, and the total cost hereof shall be paid by Grantee; or, if Metra shall so elect, it may treat the Traffic Cable System as abandoned by Grantee and may make such disposition thereof as it may see fit.

20. All payments required to be made by Grantee to Metra under the terms; conditions or provisions of this Agreement shall be made within sixty (60) days of Grantee's receipt of any demand or invoice from Metra evidencing the amount of the indebtedness due. Payments not made within said sixty (60) day period shall accrue interest at a rate of one and one half percent (1 ½%) per month or the highest amount permitted by Illinois law, whichever is less, from the date payment is due until paid.

21. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Grantee hereby acknowledges that this Agreement has been delivered after Grantee has made full investigation of the Easement Premises, neither party relying upon any statement or representation made by the other not embodied in this Agreement. No waiver of any obligation or default of Grantee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without regard to the conflicts of laws principles thereof. All actions or proceedings arising directly or indirectly or otherwise in connection with, out of, or from this Agreement shall be litigated only in a court having a site within the County or Counties of the State of Illinois that the Easement Premises is located.

Grantee hereby consents and submits to the jurisdiction of any local, state or federal court located within said County or Counties and State and hereby waives any right it may have to transfer or change the venue of any litigation arising directly or indirectly or otherwise in connection with, out of, or from this Agreement.

22. This Easement inures to the benefit of and shall be binding upon the Grantee and its successors and assigns.

GRANTEE ACKNOWLEDGES THAT INSTRUMENTS OF RECORD, COURT DECISIONS, OR THE LAWS OF THE STATE IN WHICH THE EASEMENT PREMISES ARE LOCATED MAY LIMIT THE QUALITY OF METRA'S TITLE. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTEE PURCHASES THE EASEMENT SUBJECT TO THESE POSSIBLE LIMITATIONS ON THE TITLE AND ASSUMES ALL RESPONSIBILITY FOR INVESTIGATING THE TITLE TO THE EASEMENT PREMISES AND THE APPLICABLE LAWS OF THE STATE.

IN WITNESS WHEREOF, this instrument is hereby executed by the Parties on this _____ day of _____, 200__.

THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY ("METRA")

Executed this ___ day of _____, 20 ____.

By: _____
Philip A. Pagano, Executive Director

Attest: _____
Secretary

COUNTY OF LAKE ("GRANTEE")

Executed this ___ day of _____, 20 ____.

By: _____
Chairman of the Board

Attest: _____
Secretary - Chief Fiscal Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On the date above noted, before me, the undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that Philip A. Pagano, personally known to me to be the Executive Director of the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation and _____, personally known to me to be the Assistant Secretary of said Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Executive Director and Assistant Secretary of said Corporation, they executed such instrument, pursuant to authority given by the said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

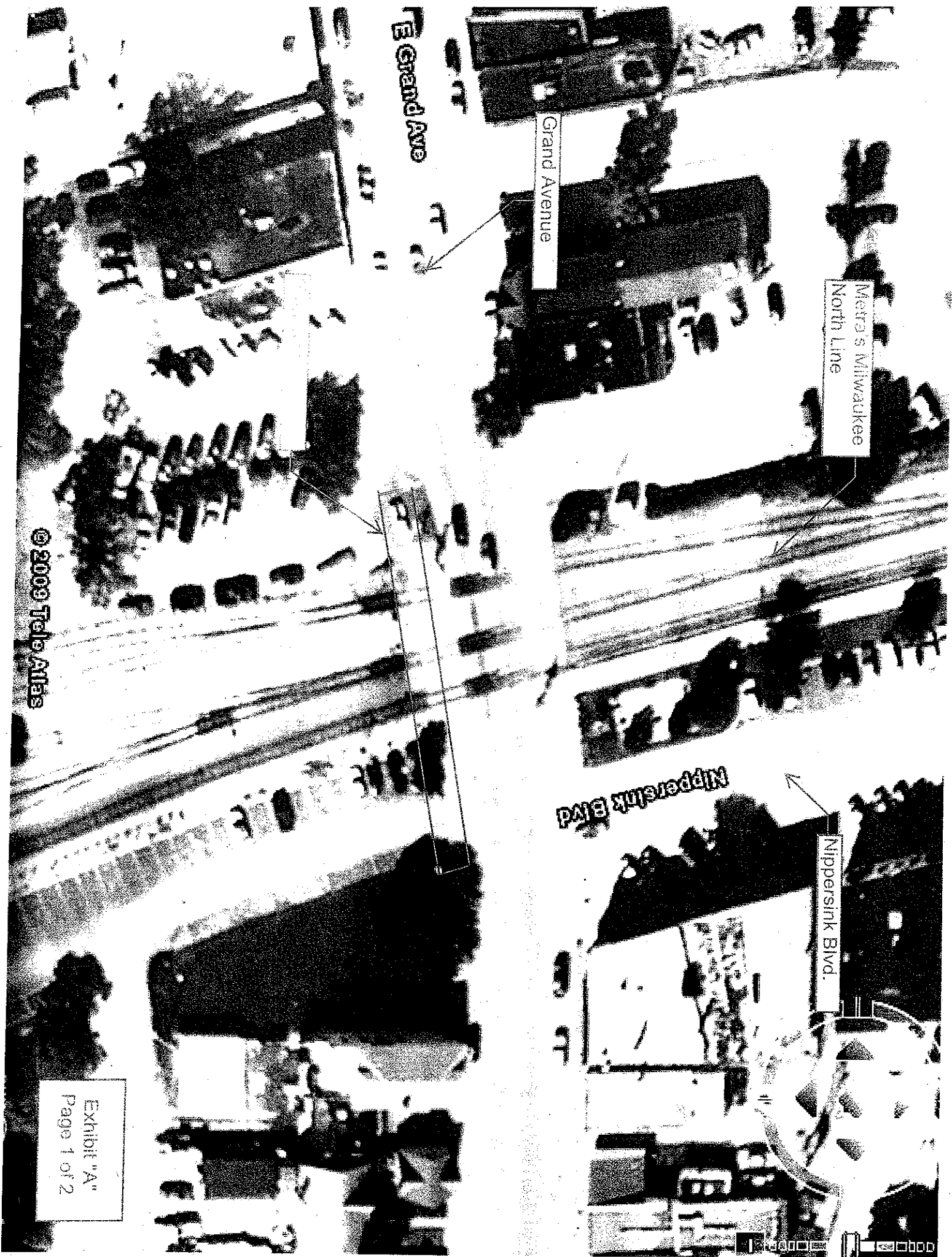
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

On the date above noted, before me, the undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that _____, personally known to me to be the _____ of _____, an Illinois _____ and _____ of said _____ and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in _____ of said _____, they executed such instrument, pursuant to authority given by said _____, as their free and voluntary act, and as the free and voluntary act and deed of said _____ for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____



Grand Ave

Grand Avenue

Metra's Milwaukee
North Line

Nippesink Blvd

Nippesink Blvd.

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Exhibit "A"
Page 1 of 2

Contractors to a railroad are governed by the provision of a Federal Regulation identified in the code of Federal Regulations Title 49 Part 214 (Roadway Worker Safety and Railroad workplace Safety Standards).

SAFETY INSTRUCTIONS

Safety of Roadway Workers (including contractors) is of paramount importance in the performance of work being performed for the railroad. No work will be performed when there is the potential of fouling a track (e.i. when an individual or equipment is within four (4) feet of a track or could be struck by a moving train or equipment) until the following items have been completed:

1. A qualified railroad flagman (employee in charge) is present to provide necessary protection or authority.
2. Work (defined as inspection, testing, construction maintenance, or repair to a railroad facility) will begin only after the railroad's employee in charge has conducted a mandatory job briefing consisting of the following:
 - * Name of flagman (employee in charge)
 - * Name of lookout (if applicable)
 - * Type of track authority (explain)
 - * Track limits
 - * Time limits
 - * Protection, if any, on adjacent tracks
 - * Methods of notification for the approach of trains
 - * Location to clear for trains
 - * Procedures to arrange for on-track safety on other tracks, if necessary
 - * Required personal protective equipment

Failure to comply with the provision established for clearing trains, will result in the contractors employees) being banned from railroad property and/or subject to personal fines as levied by the Federal Railroad Administration.

Follow-up job briefing will be conducted when:

- * The working conditions or procedures change
- * Other workers enter the working limits or:
- * Track authority is changed, extended, or about to be released.

If any of the above situations occur, work will cease until the follow-up job briefing is conducted.

3. Contractors have the following responsibilities:

Work wear approved by Metra including:

- * Highly visible orange vest
- * Steel toed safety shoes
- * A.N.S.I. approved hard hat (289.1 standards)
- * A.N.S.I. meets or exceeds 287.1 eyewear standards
- * Hearing protection (when required)
- * Respirator protection (when required)
- * Fall protection (when required) as specified in FRA Regulations 49 CFR, Part 214- Railroad Workplace safety Standards.

4. Heavy equipment shall be equipped with audible back up warning devices.
5. Contractors will keep the job site free from safety and health hazards.
6. Contractors will post MSDS sheets in the construction trailer.
7. Contractors will post these instruction in a conspicuous place in the construction trailer.

None of the contractor's men or equipment may be worked upon Metra's property without a qualified railroad flagman (employee in charge) present. Contractor may work only when authorized to do so by the flagman (employee in charge).

Metra has a very limited number of flagmen. If Metra can not furnish a flagman for a particular date, contractor will not be allowed to work on Metra's property.

Copy of this drawing must be kept on the job site during all phases of construction.

Contractor must contact Mr. Jack Rabens District Director of Engineering, at 312-322-4145 at least 72 hours prior to work start up to arrange for flagging protection etc.

Grantee must have railroad engineering department representative inspect work to determine if slow order protection is required and how long slow order will be in effect.

Metra Signal and Communications Departments must locate any buried cables and/or equipment before digging may begin on railroad property, and must provide protection for any such facilities during the actual construction.

Note: J.U.L.I.E. and D.I.G.G.E.R. do not locate Metra/Railroad Utilities/Facilities.

Extreme care must be exercised when working under or in proximity of Metra's signal and communication pole lines and wires. Poles must be specially braced if necessary.

The pipeline shall be bored and jacked into place. When jacking operation is stopped, proper, sufficient bulk heads must be placed to preclude any danger of cave-ins. If necessary, due to soil and water conditions encountered, jacking operation must be continuous to ensure safety of railroad tracks.

Any project requiring jacking pits, excavations and/or shoring must have the pit designs, shoring details and locations approved by Metra's Construction Department prior to the beginning of construction on railroad property.

All existing drainage and associated structures must be preserved or accomodated by the scope of this project's work.

No drainage condition shall be created or allowed to exist that is, or may be, adverse to Metra.

Space between carrier and casing pipes shall be blown full of dry sand and ends of casing pipe sealed.

Grantee is responsible for a one year extraordinary track maintenance period. This is to cover reimbursable railroad costs expended for future track surfacing and alignment that may become necessary as a result of settlement of track.

Underground installation(s) shall be prominently marked where they enter and leave the railroad right of way.

Minimum wall thickness shown are for pipes and conduits with protective coating and cathodic protection. Without this protection, wall thickness must be increased by 0.063 inches.



ENGINEERING DEPARTMENT
CHICAGO, ILLINOIS

EXHIBIT "A"

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CAD FILE: capital engineering/ /hyb/00 .hyb

SCALE: NONE

DATE: 11/16/04

DRWG. NO. #

UNDER-PIPES