

LICENSE AGREEMENT

THIS License Agreement ("Agreement"), effective this 1st day of September, 2010, 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 (\$1,000.00) 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 the existing non-exclusive easement for roadway purposes, 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, at Licensor's Milepost CM-43.06, Waukesha Subdivision, more or less, in Lake County, Illinois.

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.

Original

(e) Licensee shall not permit any hazardous material to be deposited on the lands of Licensor. Notwithstanding the foregoing, if hazardous material is so deposited by Licensee, Licensee shall indemnify, save harmless and defend Licensor from and against any claims made against Licensor arising therefrom. For the purposes of this Agreement, "Hazardous Material" shall mean any substance (i) defined as "hazardous substance" under Section 1.01(14) of CERCLA, 42 U.S.C. 9601 (14) or any successor regulation; (ii) containing petroleum, including any fraction thereof; or (iii) determined to be deleterious to human health or the environment by any federal, state or local environmental, occupational health, or public health agency or authority. Licensee expressly agrees to be responsible for any such contamination of the lands of Licensor or any adjacent premises, and if any contamination occurs on such premises, Licensee shall be responsible to clean-up, remediate and restore said premises to their original condition or to a condition that is in compliance with the applicable state and federal laws and regulations and all local ordinances. For the purposes of the Section 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.

Section 3, INGRESS AND EGRESS.

Licensor does not undertake to provide a means of ingress and egress for the Pedestrian Crossing, except under lands of Licensor, as herein specified, and in a manner approved by the Chief Engineer of Licensor, or his duly authorized representative.

Section 4, CONSTRUCTION AND MAINTENANCE.

(a) The Pedestrian Crossing shall be constructed and maintained in accordance with Licensee's plans and specifications and as approved by Licensor. Licensor will construct and maintain the crossing surface, related trackwork and active warning system protection (both ICC ordered or Licensee required). Licensee will construct and maintain all asphalt, pavement markings and warning signs, within and outside Licensor's property. All initial work and future maintenance of pavement, pedestrian gates, or other appurtenances related to the Pedestrian Crossing will be accomplished at Licensee's sole cost and expense and in a manner that is to the satisfaction of Licensor's Chief Engineer.

(b) Licensee shall be responsible for determining the location, elevation and extent of all utilities, underground structures and/or obstructions in the vicinity of the installation whether shown on the plans or not.

(c) Licensee's use, as herein defined, shall be such that it shall cause a minimum of interference with the natural drainage of Licensor's lands. Any drainage facilities required by the installation or use of the Pedestrian Crossing shall be constructed, maintained, repaired and removed by Licensee, at Licensee's sole cost and expense, and all work associated herewith shall be subject to the approval of the Chief Engineer of Licensor, or his duly authorized representative.

(d) Licensee shall be responsible for all additional costs incurred as determined by Licensor to accommodate railroad maintenance (i.e. mechanized surfacing operations, tie and rail replacements, etc.) of Licensor's track and facilities. Further, Licensee shall be responsible for any additions to track and facilities impacting the Pedestrian Crossing.

(e) The Pedestrian Crossing and any appurtenances thereto shall be constructed such that vehicular traffic visibility will not be adversely affected.

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.

Such insurance shall be placed with insurance carriers reasonable acceptable to Licensor and shall include by not be limited to:

- (1) Statutory Workers Compensation/Employers Liability with an Employers Liability Limit of not less than \$1,000,000 Each Accident.
- (2) Commercial General Liability Insurance Coverage (Occurrence Form), including contractual coverage, with a limit of not less than \$5,000,000 each occurrence, with an aggregate of not less than \$10,000,000, endorsed to reflect that the railroad liability exclusion is deleted from the definition of an insured contract.
- (3) Commercial Automobile Liability Insurance Coverage with a limit of not less than \$1,000,000 each accident. The policy must be endorsed to reflect that the railroad liability exclusion is deleted from the definition of an insured contract.

(b) The above policies shall name Licensor and its officers, directors, stockholders, employees, and agents as additional insureds and shall be endorsed to provide coverage to these additional insureds on a primary (non-contributor) basis. In addition, the policies shall contain Severability of Interest Clauses and Waivers of Subrogation in favor of Licensor and its officers, directors, stockholders, employees, and agents.

(c) Licensee, and all contractors, suppliers, etc., retained by Licensee in conjunction with this Agreement, shall furnish to Licensor insurance certificates in the standard Acord form acceptable to Licensor evidencing compliance with the foregoing requirements and stating that the insurers will provide 30 days written notice of the cancellation or material alteration in any of the required policies of insurance. Licensee shall also require those subcontractors, supplies, etc, who are directly involved in the construction, maintenance or removal of the Pedestrian Crossing to carry and furnish evidence of the above coverages.

Section 8, INDEMNITY AND LIABILITY

(a) Licensee, as part of the consideration for this Agreement, and without which this Agreement would not have been entered into by Licensor, hereby releases and waives any and all claims and demands that it may or might have against Licensor for and on account of any damage or injury to its facilities or party of Licensee, whether or not attributable to the sole or concurrent fault, failure or negligence of Licensor, its officers or employees, agents, contractors, subcontractors or suppliers. Licensee does further agree to indemnify, protect and save harmless Licensor, its officers and employees from any and all claims, demands, awards and actions made, brought or obtained against Licensor, its officers or employees, including but not limited to claims brought by Licensee, its agents, servants or employees, for any and all injuries to persons, including death arising therefrom, and damages to property due to, caused by or growing out of any accident or occurrence which but for this Agreement or the presence of Licensee's employees, agents, contractors, subcontractors, or invitees pursuant to this Agreement would not have been incurred, even when such damages and injuries are attributable to the sole or concurrent fault, failure or negligence of Licensor, its officers or employees, contractors, subcontractors, or suppliers. Licensee agrees to defend, at its own expense, any suit or action brought against Licensor, its officers or employees, by reason of any matters referred to herein, and pay any judgment recovered in any such suit or suits. Licensee

acknowledges and agrees that this Section 8 operates as a waiver of Licensee's immunity under any state or federal workers' compensation act, disability benefit act, or other employee benefit act in order that Licensee's obligations hereunder shall in no way be limited by the 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 (Section 26), 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 duly 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.

(e) If Licensee shall fail to make the required restoration, Licensor shall have the further option to elect and notify Licensee that all right, title and interest of Licensee in any of its property shall be forfeited and shall vest absolutely in Licensor as of the date of notice of such election.

Section 11, ADVANCE NOTIFICATION.

(a) Licensee shall notify the Chief Engineer of Licensor, in writing at least fifteen (15) days prior to starting construction and again seventy-two (72) hours before any work herein provided before it is to be undertaken.

(b) Each contractor, engineering firm or other business entity, if any, retained by Licensee in conjunction with this Agreement shall obtain a right of entry agreement from Licensor prior to the occupation of Licensor's property by telephoning John Henriksen at 708-332-3557.

Section 12, ORDINANCES, REGULATIONS, ETC.

(a) Licensee, at Licensee's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority, federal, state or local, having jurisdiction over Licensee's use and occupations, including but not limited to zoning, health, safety, building or environmental matters.

(b) Licensee shall further defend, indemnify and hold Licensor harmless from any violations thereof, any penalty, levy, fine or assessments therefrom, and all cost of defense of or compliance with any citation, order or violation notice(s), including any such penalties, levies, fines, assessments, compliance or remedial charge(s) caused by or arising from this License or termination thereof, including any violations, fines or penalties arising after term of this Agreement. For the purposes of this Section 12, the term Licensor shall include not only Licensor named herein but also any parent company(ies), subsidiary(ies) or affiliate(s) of Licensor, or its or their agents, servants, employees, directors, officers, contractors, subcontractors or suppliers.

(c) Licensee shall determine whether a permit, license or other type of documentation is required by applicable law for the construction, maintenance, operation, use or removal of the Pedestrian Crossing.

Section 13, CLAIM OF TITLE.

Licensee shall not at any time own or claim any right, title or interest in or to the lands of Licensor, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in or to the lands of Licensor, other than the license herein created. Licensor makes no warranty or guarantee of title to the premises, suitability of the premises for Licensee's purposes or any purposes, whether the premises may or might have been contaminated with Hazardous Materials (as defined herein) now or at any time in the past, or any other matter. This Agreement is extended subject to all of the limitations, reservations and restrictions upon the title of Licensor. Licensee accepts the premises "as is, where is" with all faults. Licensee shall be solely responsible, at its sole cost and expense, to secure any other or

additional license, permit, permission or right necessary to construct, maintain, operate, use or remove the Pedestrian Crossing.

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 19, TRANSFER, ASSIGNMENT OR SUBLICENSE

Licensee shall not transfer or assign this Agreement or any rights and privileges herein granted except to a subsidiary, parent or common controlled affiliate. This covenant shall also apply whether such transfer is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party whereby any of the rights, duties and obligations of Licensee shall be transferred, abrogated or in any manner altered, without the prior notice to and consent of Licensor. In the event of any such unauthorized transfer or assignment of this License, or any of the rights and privileges hereunder, Licensor, at its option, may immediately terminate this License by giving Licensee or any such assignee written notice of such termination.

Section 20, HEADINGS.

Headings used herein are placed for reading convenience and shall not have any other meaning, implication or purpose, legal or otherwise.

Section 21, ENTIRE AGREEMENT.

This Agreement and exhibits, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Licensor and Licensee concerning the premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Licensor or Licensee unless reduced to writing and signed by them.

Section 22, STATE APPROVAL.

To the extent required by law, this Agreement shall be contingent upon the approval, if necessary, of any Illinois Commerce Commission, Illinois Department of Transportation, Board of Public Utility Commissioners, Public Service Commission or any such State body as may have jurisdiction.

Section 23, ARBITRATION & INTERPRETATION.

This Agreement shall be governed by the laws of the State of Illinois and all terms and covenants shall be interpreted in accordance therewith. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree that they will select an arbitration procedure under which any such controversies or claims will be resolved in the most expeditious and inexpensive manner.

Section 24, PARTIAL INVALIDITY.

In the event that any provision of this Agreement shall be construed as or declared invalid, unenforceable, or unconstitutional then such invalidity, unenforceability or unconstitutionally shall not affect the remaining provisions of this Agreement, and said provisions shall be given full force and effect as if the invalid, unenforceable or unconstitutional provision did not exist.

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: Director of Transportation/County Engineer
 600 West Winchester Road
 Libertyville, Illinois, 60048-1381

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.

IN WITNESS WHEREOF, the parties hereto have mutually executed this Agreement in duplicate originals this ____ day of September, 2010.

WISCONSIN CENTRAL LTD.

By: _____

David W. Ferryman
Vice President System Engineer

_____ County of Lake _____ of the

ATTEST:

State of Illinois, acting by and through its

By _____

_____ County Board

_____ Lake County _____ Clerk

By _____

(Seal)

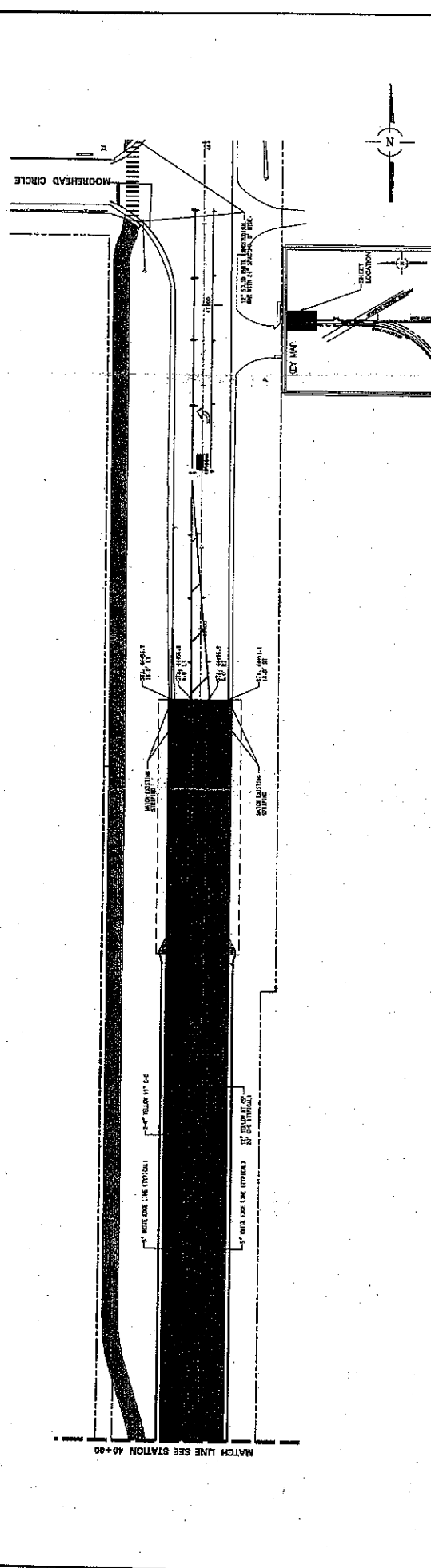
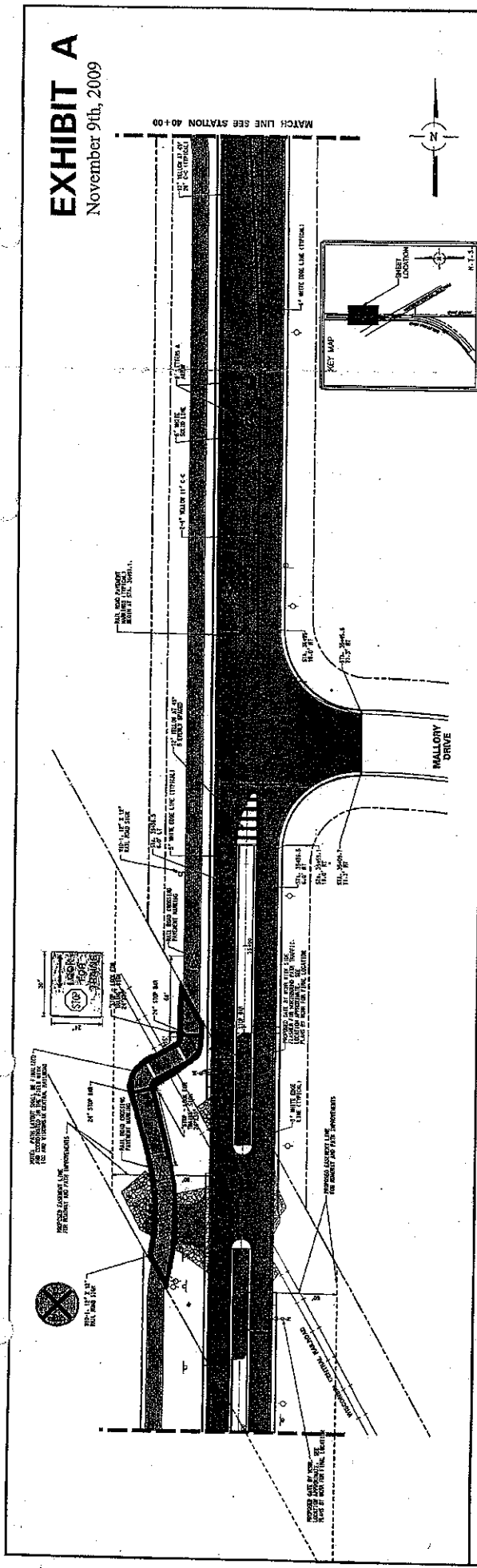
Title Chairman of the County Board

RECOMMENDED FOR EXECUTION

Martin G. Buehler, P.E.
Director of Transportation/County Engineer
Lake County

EXHIBIT A

November 9th, 2009



NO.	REVISIONS / REMARKS	DATE	BY	DATE	BY	SCALE	SECTION NUMBER	SHEET	SHEETS
1	DESIGN	11/2/09	J. BARRON	11/2/09	J. BARRON	1" = 30'	CH20 244	1	1
2	REVISED	11/2/09	J. BARRON	11/2/09	J. BARRON	1" = 30'	09-00244-03-FP	1	1



MIDLOTHIAN ROAD EXTENSION
RAILROAD CROSSING PLAN

CH20 244 09-00244-03-FP

SHEET 1 OF 1