

**COUNTY OF UNION,
ILLINOIS**

**RESOLUTION AUTHORIZING EXECUTION OF RIGHTS OF ENTRY
AGREEMENT REGARDING HESS LANE**

WHEREAS, the Union County Highway Department (the "Highway Department") is to conduct certain road improvement work in the vicinity of Hess Lane over and near the tracks and right-of-way of the Illinois Central Railroad Company (the "Railroad Company"); and

WHEREAS, the Highway Department and the Railroad Company have reached a tentative agreement regarding entry by the Highway Department onto the tracks and right-of-way of the Railroad Company for the purposes of such road improvement work (the "Right of Entry Agreement") and a copy of the Right of Entry Agreement is attached to this Resolution; and

WHEREAS, the Board of Commissioners of the County of Union, Illinois desires to approve execution of the Right of Entry Agreement by the Union County Highway Engineer.

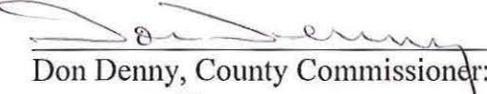
NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the County of Union, Illinois that the Union County Highway Engineer may execute the attached Right of Entry Agreement.

PASSED AND APPROVED at a regular meeting of the Board of Commissioners of the County of Union, Illinois this 17th day of February, 2012.



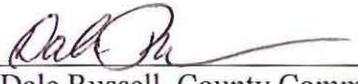
Randy Lambdin, Chairman:

	Aye	Nay	Abstain
voting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Don Denny, County Commissioner:

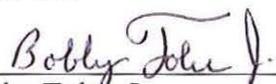
voting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Dale Russell, County Commissioner:

voting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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ATTEST:



Bobby Toler, Jr.
Union County Clerk

IMPORTANT NOTICE

CORPORATIONS

Agreement must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

Agreement must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

Agreement must be accompanied by a certified resolution authorizing the official signing the agreement to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the agreement.

RIGHT OF ENTRY

The Illinois Central Railroad Company (hereinafter referred to as the Railroad Company) hereby grants to **UNION COUNTY HIGHWAY DEPARTMENT**, 306 Mississippi Street, Jonesboro, IL 62952 telephone 618-833-2912 (hereinafter called the Licensee) license and permission, at the Licensee's sole cost, risk and expense, to enter the Railroad Company's property in the vicinity of Hess Lane, Railroad Milepost 325.98, Centralia Subdivision for purposes related to roadway approach work near Cobden, IL on, over and near the Railroad Company's tracks and right-of-way, as generally shown on Location Exhibit, attached hereto and made a part hereof.

Licensee shall pay to the Railroad Company upon execution of this agreement the sum of **\$750.00** to cover preparation and administration of this agreement. The aforesaid sum is not refundable in the event Licensee elects not to enter upon the Railroad Company's property or the event the Railroad Company elects to terminate this license for any reason whatsoever.

The Licensee shall not enter the Railroad Company's premises for the purpose as set forth above without having first given the Railroad Company's Senior Engineering Manager or his authorized representative at least five (5) days' advance notice of the date Licensee plans to commence the work.

The Railroad Company shall have the right, but not the duty, to require the Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above the Railroad Company's property. If in the sole opinion of the authorized representative of the Railroad Company any said activity or work is undesirable for any reason, the Railroad Company shall have the right to terminate this agreement and the Licensee's license and permission at once.

The Railroad Company shall have the right, but not the duty, to restrict the Licensee's activity on the Railroad Company's property in any way that the Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require the Licensee to adopt and take any safety precautions that the Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty-five feet (25') of the centerline of the nearest railroad track without the expressed permission of the Railroad Company's Senior Engineering Manager or his duly authorized representative and then only when either the track has been removed from service or a Railroad Company flagman is present.

The Railroad Company may, at the Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagmen, watchmen and inspectors.

The Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

AS A CONSIDERATION AND AS A CONDITION, WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO INDEMNIFY AND SAVE

HARMLESS RAILROAD COMPANY, ITS PARENT, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND TO ASSUME ALL LIABILITY FOR DEATH OR INJURY TO ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO, TOGETHER WITH ALL EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED, IN ANY MANNER OR DEGREE CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED, OR THE FAILURE OF THE LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY THE RAILROAD COMPANY FOR THE LICENSEE UNDER THE TERMS OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS AGREEMENT, REGARDLESS OF ANY NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS. SAID LICENSEE AGREES ALSO TO RELEASE, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH THE LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF THE RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, THE LICENSEE, UPON NOTICE TO THAT EFFECT SHALL ASSUME OR JOIN IN THE DEFENSE OF ANY CLAIM BASED UPON ALLEGATIONS PURPORTING TO BRING SAID CLAIM WITHIN THE COVERAGE OF THIS SECTION.

Before commencing work and until this Agreement shall be terminated, the LICENSEE shall provide and maintain the following insurance in form and amount with 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 dollars combined single limit.
- c. Comprehensive General Liability (occurrence form) in an amount not less than \$5,000,000 dollars per occurrence, with an aggregate limit of not less than \$10,000,000 dollars. **The Policy must name the appropriate RAILROAD and its Parents as additional insureds in the following form:**

RAILROAD name and its Parents
Attn: Rob Glass
17641 South Ashland Avenue
Homewood, IL 60430
708.332.6673 (office)
Rob.Glass@cn.ca

The Policy must not contain any exclusions related to:

1. Doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities.
2. Loss or damage resulting from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances.

Before commencing work, the LICENSEE shall deliver to the RAILROAD a **CERTIFICATE OF INSURANCE** evidencing the foregoing coverage and upon request the LICENSEE shall deliver a certified, true and complete copy of the policy or policies. The policies shall provide for not less than ten (10) days prior written notice to the RAILROAD of cancellation of or any material change in, the policies; **and shall contain the waiver of right of subrogation.**

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve the LICENSEE from or serve to limit LICENSEE's liability under the indemnity provisions of any applicable agreement.

It is further understood and agreed that, so long as the Agreement shall remain in force or the FACILITY shall have been removed (whichever shall be later), the RAILROAD shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. The RAILROAD shall give the LICENSEE written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and the LICENSEE agrees to, and shall, thereupon provide the RAILROAD with such revised policy or policies thereof.

If a contractor is to be employed by the Licensee for the installation of the FACILITY, then, before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with 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 dollars combined single limit.
- c. An Occurrence Form Railroad Protective Policy with limits of not less than \$5,000,000 dollars per occurrence, with \$10,000,000 dollars aggregate, for the term of the policy with respect of Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. **The Policy must name the appropriate RAILROAD and its Parents** Insured in the following form:

RAILROAD name and its Parents
Attn: Rob Glass
17641 South Ashland Avenue
Homewood, IL 60430
708.332.6673 (office)
Rob.Glass@cn.ca

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.

All insurance submittals for approval are to be directed to Rob Glass at address and/or email shown above.

The Railroad Company's exercise or failure to exercise any rights under this agreement shall not relieve the Licensee of any responsibility under this agreement, including, but not limited to, the obligation to indemnify the Railroad Company as herein provided.

Cost and expense for work performed by the Railroad Company, as referred to in this agreement, shall consist of the actual cost of labor, materials, equipment and other plus the Railroad Company's standard additives in effect at the time the work is performed.

This license and permission herein granted is revocable at the option and discretion of the Railroad Company upon notice to the Licensee and shall not be transferred or assigned. Unless sooner revoked by the Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of the Licensee, this license and permission shall terminate on December 31, 2012.

Upon termination of this license, the Licensee shall remove all of its property, leaving the Railroad Company's premises in a neat and safe condition satisfactory to the Railroad Company's Senior Engineering Manager or his authorized representative, failing in which the Railroad Company may do so at the Licensee's sole cost, risk and expense.

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

Print Name: _____

Title: _____

ACCEPTED:

UNION COUNTY HIGHWAY DEPARTMENT

By: _____

Print Name: _____

Title: _____

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE ILLINOIS CENTRAL RAILROAD COMPANY

The Grantee, Licensee, Permittee and/or its Contractor shall, before entering upon the property of the Railroad Company for performance of any work, secure a right of entry agreement and permission from the Railroad Company's Senior Engineering Manager or his authorized representative for the occupancy and use of the Railroad Company's property. The Grantee, Licensee, Permittee and/or its Contractor shall confer with the Railroad Company relative to requirements for railroad clearances, operation and general safety regulations. Prior to any entry onto Railroad Company's property, the employees and/or subcontractors of the Grantee, Licensee, Permittee and/or its Contractor doing work on CN's property shall complete all necessary registration procedures and the Railroad Safety and Railroad Security Awareness training thru e-RailSafe at www.e-railsafe.com. Prior to contacting e-RailSafe, the Grantee, Licensee, Permittee and/or its Contractor shall contact CN Special Agent James Conroy at telephone 708-332-5947 or James.Conroy@cn.ca to obtain a CN "Vendor Number" and determine the level of required safety training. Mr. Conroy will determine by the work to be performed the level of safety training to be required, and whether or not background checks will be required of the employees and/or subcontractors of the Grantee, Licensee, Permittee and/or its Contractor. If required, and prior to entry onto Railroad Company's property, such the employees and/or subcontractor must successfully complete a mandatory background check. If the work will or may foul the track at any time, and before entering the Railroad Company's property, all employees of the Grantee, Licensee, Permittee and/or its Contractor must also complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com.

Minimum information required of the Grantee, Licensee, Permittee and/or Contractor when contacting either Special Agent James Conroy or e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. The employees, subcontractors, and/or agents of the Grantee, Licensee, Permittee and/or its Contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. The Grantee, Licensee, Permittee and/or its Contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of the Grantee, Licensee, Permittee and/or its Contractor from Railroad Company's property at any time for any reason.

The Grantee, Licensee, Permittee and/or its or any Contractor engaged on its behalf, shall at all times conduct their work in a manner satisfactory to the Senior Engineering Manager of the Railroad Company, or his authorized representative, and shall exercise care so as to not damage the property of the Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of the Railroad Company, or to interfere with railroad operations.

The Senior Engineering Manager of Railroad Company, or his authorized representative, will at all times have jurisdiction over the safety of railroad operations, and the

decision of the Senior Engineering Manager or his authorized representative as to procedures which may affect the safety of railroad operations shall be final, and the Licensee, and/or any contractor engaged on its behalf shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of the Railroad Company. The Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on the Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the unauthorized or negligent operations of any Grantee, Licensee, Permittee and/or any Contractor engaged on its behalf, and the Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Grantee, Licensee, Permittee and/or Contractor, as the case may be, shall promptly reimburse the Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus the Railroad Company's then current customary additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of the Railroad Company, the Grantee, Licensee, Permittee and/or its Contractor shall make the necessary arrangements with the Railroad Company for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction, protection, maintenance, and later removal shall be promptly reimbursed to the Railroad Company upon receipt of bill(s) therefor.

The Grantee, Licensee, Permittee and/or its Contractor shall at no time cross the Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing.

Any flagging protection, watchmen service or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by a Grantee, Licensee, Permittee and/or its Contractor, or in connection therewith, will be provided by the Railroad Company and the cost thereof shall be pre-paid, and/or reimbursed to the Railroad Company by the respective Grantee, Licensee, Permittee or Contractor upon receipt of bill(s) therefore. The requirements of the Railroad Company are as follows:

The services of a flagman will be required during any operation involving direct interference with the Railroad Company's tracks or traffic, fouling of railroad operating clearances, or reasonable proximity of accidental hazard to railroad traffic, when work takes place within twenty-five (25) feet horizontally of the nearest centerline, any work over any railroad track, or in any other condition that the Railroad Company deems the services of a flagman necessary, which may include work on Railroad Company's property more than twenty-five (25) feet from the nearest centerline of a railroad track. Additional flagmen will also be furnished whenever, in the opinion of Railroad Company such protection is needed.

Before any digging, trenching, or boring activities on Railroad Company property, or beneath any railroad track, an on-site meeting shall be conducted with the Railroad Company's Signal Supervisor or Signal Maintainer to ascertain, to the extent possible, the location of any buried railroad signal cables near the proposed work. No digging, trenching

or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without the Railroad Company's Signal Maintainer being present.

In order that the Railroad Company may be prepared to furnish protective services, it is incumbent upon the Grantee, Licensee, Permittee, and/or its Contractor to complete the Railroad Company's "Request for Flagging Services" form hereto attached, and notify Railroad Company sufficiently in advance of when the protective services are required. For work activities which require a flagman, Signal Maintainer or other Railroad Company personnel to be present while said work is being conducted, should the Railroad Company be unable to furnish the flagman or other personnel at the desired time or on the desired date(s), the Grantee, Licensee, Permittee and/or its Contractor shall not perform the said operation or work until such time and date(s) that appropriate Railroad Company personnel can be made available. It is understood the Railroad Company shall not be liable for any increased costs incurred by the Grantee, Licensee, Permittee and/or its Contractor owing to Railroad Company's inability or failure to have appropriate Railroad Company personnel available at the time or on the date requested.

The rate of pay for the Railroad Company employees will be the prevailing hourly rate for an eight (8) hour day for the class of labor during regularly assigned work hours, overtime rates in accordance with Labor Agreements and Schedules and the Railroad Company's standard additives, all as in effect at the time the work is performed.

Wage rates are subject to change, at any time, by law or by agreement between the Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, the Grantee, Licensee, Permittee, and/or its Contractor shall pay on the basis of the new rates.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation:

- Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track
- Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, the Grantee, Licensee, Permittee and/or its Contractor shall secure written authorization from the Railroad Company's Senior Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within 15 feet of the centerline of any railroad track, measured at right angles thereto.

The Grantee, Licensee, Permittee and/or its Contractor will be required upon the completion of the work to remove from within the limits of the Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Senior Engineering Manager of the Railroad Company or his authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on the Railroad Company for the quality or conduct of the work performed by the Grantee, Licensee, Permittee and/or its Contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve the Grantee, Licensee, Permittee and/or its Contractor of any obligations pursuant hereto or under the Agreement these Special Provisions are appended to.

Accepted: _____

Print Name: _____

UNION COUNTY HIGHWAY DEPARTMENT

Request for flagging services

Southern Region

TO: CN
Attn: Mary Ellen Carmody, Audit Officer
2800 Livernois, Suite 220
Troy, Michigan 48083
(248) 740-6227
(248) 740-6036 fax
maryellen.carmody@cn.ca

Date submitted: _____

FROM: _____
(Name)

I am requesting a flagman for the following project. All blanks below must be completely filled in before any flagman request will be honored. Proof of Insurance must accompany this form. Flagman will be provided within five (5) business days, at your cost, depending on availability. Direct your calls concerning availability and problems to (248) 740-6227.

Project Location: _____

RR milepost, Street, etc. _____

Company: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____

**Agreement or Authorization No.: _____ Dated: _____

With: _____

Contractor's Contact Person: _____ Phone: _____

Date(s) Flagging needed: _____

Starting time: _____ Ending Time: _____

Location for flagman to report: _____

Prepayment for WEEKDAY flagman protection is required, and must be submitted by over-night delivery to the address shown at the top of this page. The prepayment amount will be based on the number of weekdays a flagman is required, at the base rate of \$1000.00 per weekday (1-8 hour continuous period). Prepayment for WEEKEND flagman protection will be at the rate of \$150.00 per hour, with an eight hour (8) minimum of \$1,200.00. Any hours in excess of eight (8) continuous hours per flagman on either WEEKDAY or WEEKEND days are to be prepaid at the rate of \$150.00 per hour. Hours of flagman protection provided in excess of prepayment amounts will be billed at the proper rate and will be promptly paid by over-night delivery.

If project will run longer than originally anticipated, MaryEllen Carmody must be contacted in advance, and an additional check for the overrun submitted by over-night delivery.

Cost for a railroad S&C cable locate is \$250.00, and is to be prepaid by over-night delivery.

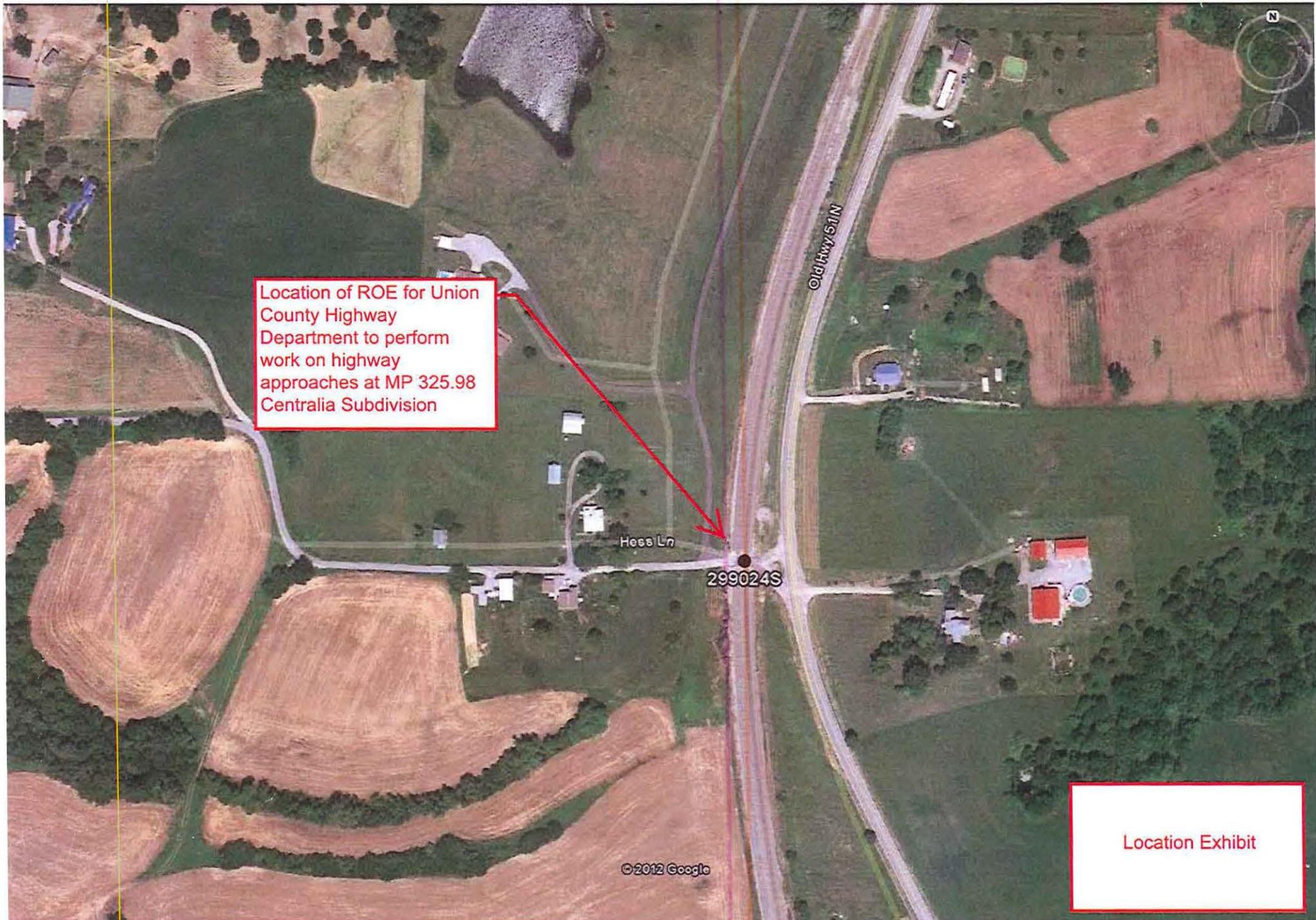
*** You must have an agreement with CN railroad subsidiary, such as a Right of Entry Permit, Formal Agreement or State, County, City Project Number and proof of insurance before you can enter the property.*

Description of work to be performed: _____

Will you receive State or Federal Funds as reimbursement for this project? Yes ___ No ___

I agree to pay for flagging services as requested: _____

Attach map or other location info and fax completed form with cover letter on your company's letterhead and proof of insurance to MaryEllen Carmody (248) 740-6036.



Location of ROE for Union County Highway Department to perform work on highway approaches at MP 325.98 Centralia Subdivision

Location Exhibit