

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
DECEMBER 12, 2018**

7:00 p.m.

(immediately following the Public Hearing)

**COAL CITY VILLAGE HALL
515 S. BROADWAY, COAL CITY, ILLINOIS**

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes
November 28, 2018 Public Hearing
November 28, 2018 Regular Meeting
4. Approval of Warrant List
5. Public Comment
6. Swearing-in of New Police Officer-Kady Sassenger

- | | |
|--|---|
| 7. Ordinance 18-31 | Approval of 2018 Levy and Assessment |
| 8. Ordinance 18-32 | Approval of SSA # 2 Tax Levy |
| 9. Ordinance 18-33 | Abate Development Bonds for the Rail Lead Track |
| 10. Ordinance 18-34 | Abate 2018 Property Taxes, Coal City Area Club |
| 11. Ordinance 18-35 | Abate 2018 Property Taxes, Cullick Farm |
| 12. Ordinance 18-36 | Authorizing the Execution of an Amendment for the Purchase of 445 ½ South Broadway |
| 13. Resolution 18-34 | Approval of 2019 Village Annual Meeting Calendar |
| 14. Resolution 18-35 | Authorizing Entry into Roadway Surfacing Agreement with BNSF Railway |
| 15. Resolution 18-36 | Authorizing Entry into an Agreement with BNSF Railway Providing for an Electric Line, East Side of Broadway |
| 16. Resolution 18-37 | Authorizing Entry into an Agreement with BNSF Railway Providing for an Electric Line, West Side of Broadway |
| 17. Resolution 18-38 | Authorizing Entry into an Agreement with BNSF Railway Providing for a Communication Line |
| 18. Approval for Chamlin to Design Fifth Avenue Improvements | |

19. Payment to Brandt Excavating for the Fifth Ave. Storm and Water Improvements

20. Report of Mayor

21. Report of Trustees

S. Beach
T. Bradley
D. Spesia
D. Greggain
R. Bradley
N. Nelson

21. Report of Village Clerk

22. Report of Village Attorney

23. Report of Village Engineer

24. Report of Chief of Police

25. Report of Village Administrator

26. Executive Session to Discuss Personnel per 5ILCS 120/2(c)(1) and Sale of Public Property per ILCS5 120/2(c)(6)

27. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: December 12, 2018

RE: 2018 PROPERTY TAX LEVY ADOPTION

Each year the Village Board considers its annual tax levy. The Preliminary Ordinance is provided in order to determine if public advertisement is necessary. This levy does not exceed 105% of last year's property tax levy. The proposed ordinance has been prepared with an overall 4.93% increase within the levy; although this increase exists within the proposed levy, the increase in the overall EAV of the community would result in tax rate decrease if it were not for the Tornado debt, which will begin to be collected in this upcoming year's taxes. The Board must annually set the property tax levy to be collected from Village residents within the summer of 2019.

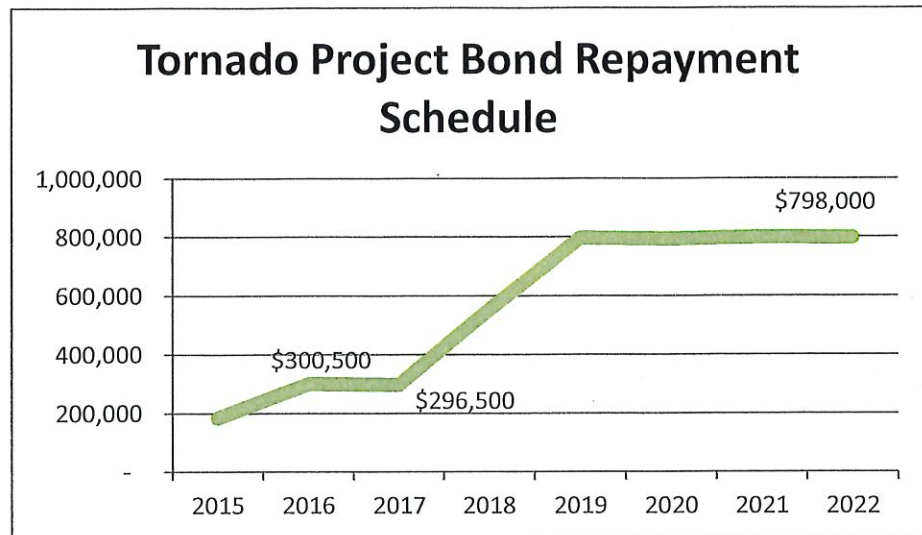
A review of some of the line items includes the Corporate, Police Protection and Parks line items increasing due to the increased EAV of the Village. Each of these line items are to receive double digit increases, which assists the revenues to be utilized within the general fund. These increases result in \$56,570 being provided for general fund operations while the Parks increase of \$8,738 represents a 10.1% increase to the Parks Fund property tax revenue.

The liability insurance and workers compensation line items continue to be stable despite the Village utilizing the liability insurance coverage for a number of weather-related claims due to the amount of lightning strikes sustained within the infrastructure. These slightly decreased while the Police Pension slightly increased over the previously forecasted actuarial estimate of 4.5% upwards to \$567,000 this year.

Levy items receiving some changes include Social Security, IMRF and the Street & Bridge lines. The benefits of Social Security and the Illinois Municipal Retirement Fund (IMRF) pension payments associated with employing workers are revenues provided to Fund #16. Under advisement of the Village's Annual Audit the associated revenue has been adjusted in order to ensure the revenues associated with each benefit remain positive at year's end. The Street & Bridge line item was utilized for its first time in last year's levy. At the time of its initial utilization, the statutes regarding its collection made it difficult to predict how much would be generated from the levy due to overlapping Township taxing policies. Although only \$0.06 for this item was levied it resulted in nearly double what had been predicted at the time it was used. This levy amount remains the same in order to collect a similar amount as this year's revenues. The decrease in the total levy amount makes this year's levy look to collect much less, but it shall remain the same as last year.

The Tornado Project Bond & Interest Payments remain as a primary issue to be managed by the Village Board. This year's payment of \$532,250 shall be significantly higher than last year's \$296,500. This will be the first major step upward with another to follow next year in 2019 when the annual repayment reaches nearly \$800,000 on an annual basis until its last year of payment in 2029.

If not for the increase in tornado debt to be paid, the taxes would have decreased by \$0.05 or \$17.00 per \$100,000 of market value real estate. Instead, taxes are estimated to be increasing about \$40 per \$100,000 of market value. That is an overall decrease versus the \$69 increase that was predicted about three years ago due to increasing EAV.



Below is the levy that has been included within the Ordinance. In addition to this levy, the Board shall adopt a Levy Ordinance for SSA#2 as well.

2017 Levy	2017 Rate	Levy Line Item	2018 Levy	Increase/Decrease	2018 Rate
\$276,576	0.25000	Corporate	\$318,750	15.2 %	.25000
82,421	.06327	IMRF	97,500	18.3	.07647
81,229	.07500	Police Protection	95,625	17.7	.07500
507,982	.46753	Police Pension	567,000	6.8	.44471
147,010	.11530	Liability Insurance	141,367	-3.8	.11080
86,887	.07500	Parks	95,625	10.1	.07500
198,545	.17339	Social Security	198,545	-	.15572
82,229	.06449	Workman's Comp.	77,372	-5.9	.06068
25,000	.02184	Audit	25,000	-	.01961
50,00	.04367	Street Lighting	50,000	-	.03922
115,849	.10000	Street & Bridge	76,500	-34.0	.06000
296,500	.27639	Tornado Recov. Bonds	553,250	86.59	.43392
57,091	.05272	Pr. Oaks Project	57,091	-	.04478
\$2,030,015	1.7786	2018 Levy	\$2,353,625	15.94 %	1.84598

Recommendation:

Adopt Ordinance No. 18-31 : Setting the 2018 Property Tax Levy for the Village of Coal City.

Leveling Tax Rate w/new Rd & Bridge Tax
Presented November 13, 2018

Presented November 13, 2018

Est. 2017 Levy										127,500,000		10.1% increase							
Versus Actual Extension Report																			
Authority				Max.		2017 Rate		2018 Rate		2017		2018		Difference		Report 2017		2018	
Corporate				X		0.25000		0.25000		276,576		318,750		42,174		276,577		0.23644	
IMRF						0.06327		0.07647		82,421		97,500		15,079		82,421		0.07046	
Police Protection				X		0.07500		0.07500		81,229		95,625		14,396		87,732		0.07500	
Police Pension						0.44471		0.46522		530,678		567,000		36,322		542,123		0.46345	
Liability Insurance						0.11530		0.11088		147,010		141,367		(5,643)		150,185		0.12839	
Parks				X		0.07500		0.07500		86,887		95,625		8,738		88,762		0.07588	
Social Security						0.15572		0.15572		198,545		198,545		-		202,824		0.17339	
Workman's Comp.						0.06449		0.06068		82,229		77,372		(4,857)		84,012		0.07182	
Audit						0.02301		0.01961		25,000		25,000		-		25,548		0.02184	
Street Lighting				X		0.04620		0.03922		50,000		50,000		-		51,084		0.04367	
Street & Bridge				X		0.10000		0.06000		115,849		76,500		(39,349)		70,186		0.06000	
						1.38421		1.36728		\$1,676,424		\$ 1,743,284		\$ 66,860		1,661,454		1.42034	
Refinanced Bonds						0.27639		0.43392		296,500		553,250		256,750		361,221		0.30880	
Prairie Oaks Project						0.05272		0.04478		57,091		57,091		-		2,022,675		1.72914	
						1.71332		1.84598		\$2,030,015		\$ 2,353,625		\$ 323,610					
																15.94%			
																2,022,675		1.72914	
																		\$ 330,950	
																		16.4%	

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 18- 31

AN ORDINANCE FOR THE 2018 LEVY AND ASSESSMENT OF TAXES
FOR THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS
FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIM BRADLEY
DAN GREGGAIN
NEAL NELSON
DAVIDE SPESIA

Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2018

VILLAGE OF COAL CITY

ORDINANCE NO. _____

AN ORDINANCE FOR THE 2018 LEVY AND ASSESSMENT OF TAXES
FOR THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS
FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS.

Section 1. The Board of Trustees of the Village of Coal City has ascertained the total amount of appropriation for all corporate purposes legally made and to be provided for by tax levy by a tax for General Corporate purposes for the current year as specifically set forth below:

There is hereby levied by a tax for the General Corporate purposes, upon real property, subject to the Counties of Grundy and Will and the State of Illinois, for the fiscal year beginning May 1, 2018 and ending April 30, 2019 as for the current year, the following sums of money, or as much thereof as may be authorized by law, for the following purposes to-wit:

<i>Corporate Fund</i>	
<u><i>Personal Services and Salaries</i></u>	<u>Levied</u>
Mayor and Trustees	\$40,000
Village Administrator	35,000
Administrative Assistant	27,900
Clerical	33,300
<u><i>Insurance Benefits</i></u>	
Health/Life Insurance	182,550
TOTAL Corporate Levy	\$318,750

Section 2. The Board of Trustees of the Village of Coal City ascertained the total amount of appropriations for all other purposes legally made and to be provided for by tax levy of the current year as is specifically set forth below.

There is hereby levied by a tax for the General Corporate purposes, upon real property, subject to the Counties of Grundy and Will and the State of Illinois, for 2017, the following sums of money, or as much thereof as may be authorized by law, for the following purposes to-wit:

Levied

Liability Insurance

Contractual Service: \$141,367
Said amounts are levied as an additional tax authorized by 745 ILCS, 10/9-107 of the Illinois Compiled Statutes.

Workers' Compensation & Insurance Tax

Contractual Service: \$77,372
Said amounts are levied as an additional tax authorized by Chapter 85, Paragraph 9-107 of the Illinois Compiled Statutes.

Police Protection Tax

Personnel \$95,625
Said amounts are levied as an additional tax authorized by 65 ILCS, 5/11-1-3 of the Illinois Compiled Statutes.

Municipal Auditing Tax

Contractual Services: \$25,000
Said amounts are levied as an additional tax authorized by 65 ILCS, 5/8-8-8 of the Illinois Compiled Statutes.

Street Lighting Tax

Contractual Service: \$50,000
Said amounts are levied as an additional tax authorized by 65 ILCS, 5/11-80-5 of the Illinois Compiled Statutes and passed hereto by the requisite 2/3 vote of the corporate authorities.

Police Pension

Personnel: \$567,000
Said amounts are levied as an additional tax authorized by 40 ILCS, 5/22-403 of the Illinois Compiled Statutes.

Levied

IMRF & Social Security

Contributions to Social Security:	\$198,545
Contributions to IMRF:	97,500

Said amounts are levied as an additional tax authorized by 40 ILCS, 5/7-171 of the Illinois Compiled Statutes and 40 ILCS, 5/21-110 of the Illinois Compiled Statutes.

Park Fund

Personnel	\$48,730
Village Administrator	2,630
Contractual Activities	9,212
Electricity	6,362
Park Improvements	<u>28,691</u>
Park Fund Total	\$95,625

Street & Bridge Tax

Contribution to Road Projects:	76,500
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Said amounts are levied as an additional tax authorized by 65 ILCS, 5/11-81-2 of the Illinois Compiled Statutes.

Section 5. This ordinance shall be approved by a vote of a three-fourths majority of the corporate authorities of the Village of Coal City during its final reading.

Section 6. That the Village Clerk of the Village of Coal City shall be directed to file a certified copy of the adopted ordinance in the Office of the County Clerk of said Grundy and Will Counties as required by law and said County Clerks shall be directed to extend the above taxes pursuant to law.

**AN ORDINANCE FOR THE 2018 LEVY AND ASSESSMENT OF TAXES
FOR THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS
FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019**

SO ORDAINED this _____ day of _____, 2018, at
Coal City, Grundy & Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

STATE OF ILLINOIS)
COUNTY OF GRUNDY)
COUNTY OF WILL)

CERTIFICATE OF COMPLIANCE WITH TRUTH IN TAXATION

I, the Presiding Officer of the Village of Coal City, Grundy and Will Counties, Illinois, do hereby certify that the Levy adopted on the ____ day of _____, 2018, complies with the provisions of P.A. 82-102 (The Truth in Taxation Act).

 X The Village has levied a final aggregated tax levy resolution or ordinance less than 105% of the proceeding year's aggregate extension, thereby the requirement for a truth in taxation hearing inapplicable.

OR

 The Village has levied a final aggregated tax levy resolution or ordinance greater than 105% of the proceeding year's aggregate extension, and has complied with the publication and hearing of Section 6 or 7 of the Act.

Signature, Presiding Officer: _____

Title, Presiding Officer: _____

Date: _____

STATE OF ILLINOIS)
COUNTY OF GRUNDY)
COUNTY OF WILL)

I, the undersigned, Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois, do hereby certify that the foregoing is a true and correct copy of the Ordinance No. 18-___ entitled, "An Ordinance for the 2018 Levy and Assessment of Taxes for the Village of Coal City, Grundy & Will Counties, Illinois for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019," duly passed on a roll call vote of a vote of _____ ayes and _____ nays, _____ absent, of the President and Board of Trustees of said Village of Coal City on the _____ day of _____, 2018, and approved by the President and Board of Trustees of said Village of Coal City on said date. I do further certify that there are six Trustees of said Village authorized by law to be elected. I do further certify that I am the legal custodian of all papers, documents and records of said Village.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Coal City, this _____ day of _____, 2018.

Village Clerk
(SEAL)

Pamela M. Noffsinger, Village Clerk

MEMO

TO: President Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: December 12, 2018

**RE: ABATEMENT OF THE PROPERTY TAXES TO BE COLLECTED FOR
THE RAIL LEAD TRACK DEVELOPMENT BOND PAYMENTS**

Due to the taxes to be collected from Special Service Area #2 (SSA2), the Village shall possess the taxes necessary to make the total scheduled principle and interest payments for the Industrial Lead Track Construction Project located on S. Broadway south of Reed Road. Following the levying of taxes upon SSA2, it shall no longer be necessary for the County Clerk to extend bond principle and interest payments to the Village's taxpayers due to another alternative revenue being provided in the place of property taxes.

This abatement process shall be necessary for the next five years (which could be exceeded if the Village is not reimbursed by the Developer or certain TIF in the interim) following this current notice until the bonds to pay for the improvement have been fully repaid. In short, this ordinance ensures the bonds are repaid by the affected land owners who signed onto a development agreement within the Village rather than the rest of the municipal taxpayers.

Recommendation:

Adopt Ordinance No. 18-33 : Abating the Collection of Property Taxes from the Coal City Municipal Tax Payers due to the Repayment of the \$1.9 million Industrial Revenue Bonds.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 18-33

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2018 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000
GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2018

ORDINANCE NO. _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2018 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000
GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

WHEREAS, the Village of Coal City (hereinafter, "the Village") is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the Village Board, by Ordinance 13-42 adopted on the 25th day of November, 2013 (the "Bond Ordinance"), did provide for the issuance of \$1,900,000 General Obligation Taxable Alternate Bonds (Rail Extension Use Revenues Alternate Revenue Source), Series 2013 (the "Bonds") and the levy of a direct annual tax upon all taxable property within the Village in and for each of the levy years 2017 through 2022, in an amount sufficient to pay the principal of and interest on the Bonds when due; and

WHEREAS, on the 2nd day of December, 2013, a duly certified copy of the Bond Ordinance was filed in the offices of the Grundy and Will County Clerks; and

WHEREAS, the Village reasonably anticipates receiving \$431,450.00 of "Alternate Revenues" (as defined in the Bond Ordinance) during calendar year 2019 for deposit into the "Bond Fund" (as defined in the Bond Ordinance), and presently has on deposit in the Bond Fund \$431,450.00 derived from other lawfully available sources other than the levy of taxes provided in the Bond Ordinance (the "Available Funds"), which Available Funds are sufficient to timely pay debt service on the Bonds coming due in calendar 2019 and are available and are hereby directed to be used for the purpose of paying the principal and interest on the Bonds coming due

on May 1, 2019 and November 1, 2019 in the aggregate amount of \$431,450.00 (the "2019 Debt Service"); and

WHEREAS, the Village has adequate funds on deposit in the "Bond Fund" for the purpose of paying the 2019 Debt Service without the proceeds of the 2018 levy of a direct annual tax upon all taxable property within the Village pursuant to the Bond Ordinance; and

WHEREAS, in light of the foregoing, it is advisable and necessary to provide for the abatement of the tax heretofore levied for tax levy year 2018 in Section 18 of the Bond Ordinance in its entirety.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Grundy and Will, Illinois, as follows:

SECTION 1. RECITALS. That the foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. APPROPRIATION OF AVAILABLE FUNDS. It shall be and is hereby found and determined that the Available Funds are available from sources other than the levy of a direct annual tax upon all taxable property within the Village and said funds shall be and hereby are appropriated in the sum of \$431,450.00 for the purpose of paying principal and interest on the Bonds up to and including November 1, 2019.

SECTION 3. DEPOSIT OF AVAILABLE FUNDS.

A. The Village Treasurer is hereby authorized and directed to deposit the Available Funds in the sum of \$431,450.00, including, as may be necessary, advances from the General

Fund in anticipation of receipt the Alternate Revenues, into the "Alternate Revenues Subaccount of the Principal and Interest Account of the Bond Fund" (as defined in the Bond Ordinance) in an amount equal to the 2019 Debt Service and thereafter to pay interest only in the amount of \$43,225.00 due May 1, 2019 and principal and interest in the amount of \$388,225.00 due November 1, 2019 to the person in whose name that the Bonds are registered on the books of the Bond Registrar at the close of business on the 15th day prior to the aforesaid payment dates.

B. The Village hereby directs the Village Treasurer to reimburse the General Fund up to the amount of any advances made from the General Fund to the Bond Fund, if any, in the amount of the Alternate Revenues as and when received.

SECTION 4. ABATEMENT OF TAX. The tax heretofore levied for the tax levy year 2018 in Section 18 of the Bond Ordinance regarding the \$1,900,000 General Obligation Taxable Alternate Bonds (Rail Extension Use Revenues Alternate Revenue Source), Series 2013 shall be and the same is hereby abated in its entirety as follows:

Year of Levy	Tax Levied in Bond Ordinance	Amount of Tax To Be Abated	Remainder of Tax Levied which is to Be Extended for Levy Year 2018
2018	\$431,450.00	\$431,450.00	\$0.00

SECTION 5. FILING ABATEMENT ORDINANCE WITH COUNTY CLERKS.

Forthwith upon the adoption of this Ordinance and notification from the Village Treasurer that deposits into the Bond Fund have been made as provided hereinabove, the Village Clerk shall file a certified copy hereof with the County Clerk of Grundy County, Illinois and the County Clerk of Will County, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the tax levy year 2018 in accordance with the provisions hereof.

SECTION 6. RESOLUTION OF CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

Approved on this _____ day of _____, 2018.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

[SEAL]

STATE OF ILLINOIS

)

SS.

COUNTIES OF GRUNDY AND WILL)

CERTIFICATION

I, Pamela Noffsinger, DO HEREBY CERTIFY that I am the duly qualified and acting Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village.

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance Number ~~18-33~~ *AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR 2018 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000 GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS* [hereinafter, the "Ordinance"] adopted at a duly called Regular Meeting of the Board of Trustees, held at Coal City, Illinois, at 7:00 p.m. on the ____ day of _____.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Coal City, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village at Coal City, Illinois, this _____ day of _____, 2018.

PAMELA NOFFSINGER,
VILLAGE CLERK
VILLAGE OF COAL CITY

[SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the County of Grundy, Illinois, and as such official, I do further certify that on the _____ day of _____, 201_, there was filed in my office a duly certified copy of Ordinance _____ entitled:

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2018 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000
GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

duly adopted by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") on the 12th day of December, 2018, and executed by the Village President and attested by the Village Clerk, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this _____ day of _____, 2018.

County Clerk of Grundy County, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the County of Will, Illinois, and as such official, I do further certify that on the _____ day of _____, 201_, there was filed in my office a duly certified copy of Ordinance _____ entitled:

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2018 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000
GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

duly adopted by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") on the 12th day of December, 2018, and executed by the Village President and attested by the Village Clerk, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this _____ day of _____, 2018.

County Clerk of Will County, Illinois

(SEAL)

MEMO

TO: President Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: December 12, 2018

RE: ABATEMENT RECOGNITION ORDINANCES

The Village of Coal City entered into certain tax abatement agreements in order to allow the extension of municipal borders to broaden the Village's overall tax base. This has occurred at multiple times such as a large annexation of property to ensure land was not annexed to neighboring Braidwood prior to a Border Agreement being reached between the two communities. Most recently, this occurred with the annexation of the Prairie Oak Estates residential subdivision. In order to incorporate this area within the Village's borders, it was necessary to secure annexations of connecting properties, i.e. the Coal City Area Club and the Cullick Farm.

To ensure these properties so not have taxes extended upon them, abatement ordinances have been prepared, which ensure Grundy County follows the original abatement ordinance that had been filed at their annexation and removes the taxable land valuation from the Village's total taxable EAV to ensure the total levy may be collected from the remainder of the community.

The two ordinances that have been prepared tonight are in response to the refund of property taxes collected earlier this year. While there are quite a few other residential and farm properties along Berta Road which enjoy refunds of their annual property tax payments, it is much easier to continue the annual reimbursement rather than attempt to start a new process with all of the affected land owners.

The first ordinance to be considered shall remove the Coal City Area Club's portion of EAV from the taxable area of the Village and the next shall remove the EAV due to the Cullick farm.

Recommendation:

1. Adopt Ordinance No. ~~18-34~~ 18-34: Abating the 2018 Property Taxes Levied upon the Coal City Area Club.
2. Adopt Ordinance No. ~~18-35~~ 18-35: Abating the 2018 Property Taxes Levied upon the "Cullick" Farm.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 18-34

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2018 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL
COUNTIES, ILLINOIS FOR COAL CITY AREA CLUB PROPERTY PREVIOUSLY
ANNEXED INTO THE VILLAGE OF COAL CITY**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City
on _____, 2018

ORDINANCE NO. _____
AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2018 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL
COUNTIES, ILLINOIS FOR COAL CITY AREA CLUB PROPERTY PREVIOUSLY
ANNEXED INTO THE VILLAGE OF COAL CITY

WHEREAS, the Village of Coal City (hereinafter, "the Village") is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the President and Trustees of the Village of Coal City (cumulatively, the "Corporate Authorities"), by Ordinance No. 13-~~04~~, entitled *An Ordinance Authorizing the Execution of a Pre-Annexation Agreement with the Coal City Area Club Concerning Certain Territory Within the Coal City Area Club*, duly adopted on September 30, 2013 (the "Annexation Agreement Ordinance"), authorized the execution of an annexation agreement (the "Annexation Agreement") between the Village and the Coal City Area Club, an Illinois not-for-profit corporation ("Area Club");

WHEREAS, pursuant to the Annexation Agreement Ordinance and authority granted by Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, *et seq.*, the Village and Area Club entered into a legal and binding annexation agreement pertaining to the easternmost portion of the Area Club's real property generally described as a 300 foot-wide strip of land running for approximately two miles along the west side of Dresden Road, legally described as follows:

PARCEL ONE

The east 300.00 feet of the South Half of the Southeast Quarter of Section 26, Township 33 North, Range 8, East of the Third Principal Meridian, Grundy County, Illinois.

PARCEL TWO

The east 300.00 feet of the North Half together with the east 300.00 feet of the North Half of the South Half of Section 26, Township 33 North, Range 8, East of the Third Principal Meridian, Grundy County, Illinois.

PARCEL THREE

The east 300.00 feet of the Southeast Quarter together with the east 300.00 feet of the south 60 acres of even width of the Northeast Quarter all in Section 23, Township 33 North, Range 8, East of the Third Principal Meridian, Grundy County, Illinois.

together with any public streets or highways adjacent to or within the said territory described above (cumulatively, the "Property");

WHEREAS, pursuant to Section 6 of the Annexation Agreement, the Village agreed to abate on an annual basis the full Village portion of the property taxes for the Property for twenty years or until the Property is earlier subdivided, developed or otherwise used for non-recreational purposes, or until such time as the Village provides police services to the Property;

WHEREAS, 35 ILCS 200/18-184 authorizes municipalities to upon a majority vote of its governing authority, order the county clerk to abate any portion of its taxes on any property that is the subject of an annexation agreement between the municipality and the property owner;

WHEREAS, following the Village's adoption of Ordinance No. 14-33 on September 29, 2014, entitled *An Ordinance Annexing Certain Territory to the Village of Coal City, Grundy and Will Counties, Illinois* (the "Annexation Ordinance"), Grundy County split, for tax purposes, the annexed Property from the remainder of the Areas Club's still-unincorporated real property and assigned the annexed Property new PINs, as follows: 06-23-400-001, 06-26-200-001, and 06-26-400-006; and

WHEREAS, in light of the foregoing and in fulfillment of the Village's annual obligation pursuant to Section 6 of the Annexation Agreement, the Corporate Authorities hereby find that it is advisable and necessary to provide for the abatement of the Village portion of property taxes heretofore levied against the Property for tax levy year 2018 in its entirety.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Grundy and Will, Illinois, as follows:

SECTION 1. RECITALS. That the foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. ABATEMENT OF TAX. The Village hereby orders the Grundy County Clerk to abate one hundred percent (100%) of the Village of Coal City property taxes heretofore levied by the Village against PINs 06-23-400-001, 06-26-200-001, and 06-26-400-006 for the tax levy year 2018, payable in 2019.

SECTION 3. FILING ABATEMENT ORDINANCE WITH COUNTY CLERK. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Grundy County, Illinois and it shall be the duty of said Grundy County Clerk to abate said tax levied for the tax levy year 2018 in accordance with the provisions hereof.

SECTION 4. RESOLUTION OF CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT

:

Approved on this _____ day of _____, 2018.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

[SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the County of Grundy, Illinois, and as such official, I do further certify that on the _____ day of _____, 201_, there was filed in my office a duly certified copy of Ordinance _____ entitled:

***AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR
2018 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS FOR
COAL CITY AREA CLUB PROPERTY PREVIOUSLY ANNEXED INTO THE VILLAGE OF
COAL CITY***

duly adopted by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") on the 12th day of December, 2018, and executed by the Village President and attested by the Village Clerk, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said
County, this _____ day of _____, 2018.

County Clerk of Grundy County, Illinois

(SEAL)

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 18-25

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2018 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL
COUNTIES, ILLINOIS FOR THE PORTION OF THE "CULLICK FARM" PROPERTY
PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City
on _____, 2018

ORDINANCE NO. _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2018 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL
COUNTIES, ILLINOIS FOR THE PORTION OF THE "CULICK FARM" PROPERTY
PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY**

WHEREAS, the Village of Coal City (hereinafter, "the Village") is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the President and Trustees of the Village of Coal City (cumulatively, the "Corporate Authorities"), by Ordinance No. 14-26, entitled *An Ordinance Authorizing the Execution of an Annexation Agreement with the Chicago Trust Company, N.A., as Trustee Under Trust Agreement Dated August 30, 1996 and known as Trust No. BEV 8-9750 Concerning Certain Territory in Unincorporated Grundy County, Illinois*, duly adopted on August 11, 2014 (the "Annexation Agreement Ordinance"), authorized the execution of an annexation agreement (the "Annexation Agreement") between the Village and *The Chicago Trust Company, N.A., as Trustee Under Trust Agreement Dated August 30, 1996 and known as Trust No. BEV 8-9750* ("Owner");

WHEREAS, pursuant to the Annexation Agreement Ordinance and authority granted by Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, *et seq.*, the Village and Owner entered into a legal and binding annexation agreement pertaining to a 2.07 acre, 300' x 300' portion of real property bounded on the east by Dresden Road and to the north by the Claypool Drainage District and legally described as follows:

The northeasterly 300' x 300' portion of the north half of the eastern half of northeastern section 35-33-8 bounded on the north by the Claypool Drainage District and bounded on the east by Dresden Road Right-of-Way, all located within Grundy County, Illinois.

together with any public streets or highways adjacent to or within the said territory described above (cumulatively, the "Property");

WHEREAS, pursuant to Section 6 of the Annexation Agreement, the Village agreed to abate on an annual basis the full Village portion of the property taxes for the Property for twenty years or until the Property is earlier subdivided, developed or otherwise used for non-agricultural purposes, or until such time as the Property is sold or transferred;

WHEREAS, 35 ILCS 200/18-184 authorizes municipalities to upon a majority vote of its governing authority, order the county clerk to abate any portion of its taxes on any property that is the subject of an annexation agreement between the municipality and the property owner;

WHEREAS, following the Village's adoption of Ordinance No. 14-27 on August 25, 2014, entitled *An Ordinance Annexing Certain Territory to the Village of Coal City, Grundy and Will Counties, Illinois (Cullick Farm Portion)* (the "Annexation Ordinance"), Grundy County split, for tax purposes, the annexed Property from the remainder of Owner's still-unincorporated real property and assigned the annexed Property a new PIN, as follows: 06-35-226-002; and

WHEREAS, in light of the foregoing and in fulfillment of the Village's annual obligation pursuant to Section 6 of the Annexation Agreement, the Corporate Authorities hereby find that it is advisable and necessary to provide for the abatement of the Village portion of property taxes heretofore levied against the Property for tax levy year 2018 in its entirety.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Grundy and Will, Illinois, as follows:

SECTION 1. RECITALS. That the foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. ABATEMENT OF TAX. The Village hereby orders the Grundy County Clerk to abate one hundred percent (100%) of the Village of Coal City property taxes heretofore levied by the Village against PIN 06-35-226-002 for the tax levy year 2018, payable in 2019.

SECTION 3. FILING ABATEMENT ORDINANCE WITH COUNTY CLERK. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Grundy County, Illinois and it shall be the duty of said Grundy County Clerk to abate said tax levied for the tax levy year 2018 in accordance with the provisions hereof.

SECTION 4. RESOLUTION OF CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2018, at Coal City,

Grundy and Will Counties, Illinois, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

Approved on this _____ day of _____, 2018.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

[SEAL]

STATE OF ILLINOIS

)

) SS.

COUNTIES OF GRUNDY AND WILL

)

CERTIFICATION

I, Pamela Noffsinger, DO HEREBY CERTIFY that I am the duly qualified and acting Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village.

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance Number 18-35 *AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR 2018 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS FOR THE PORTION OF THE "CULLICK FARM" PROPERTY PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY* [hereinafter, the "Ordinance"] adopted at a duly called Regular Meeting of the Board of Trustees, held at Coal City, Illinois, at 7:00 p.m. on the 12th day of December, 2018.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Coal City, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village

at Coal City, Illinois, this _____ day of _____, 2018.

PAMELA NOFFSINGER, VILLAGE CLERK
VILLAGE OF COAL CITY

[SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the County of Grundy, Illinois, and as such official, I do further certify that on the _____ day of _____, 201_, there was filed in my office a duly certified copy of Ordinance _____ entitled:

***AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR
2018 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS FOR
THE PORTION OF THE "CULLICK FARM" PROPERTY PREVIOUSLY ANNEXED INTO
THE VILLAGE OF COAL CITY***

duly adopted by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") on the 12th day of December, 2018, and executed by the Village President and attested by the Village Clerk, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said
County, this _____ day of _____, 2018.

County Clerk of Grundy County, Illinois

(SEAL)

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 18 - 36

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN
AGREEMENT FOR THE PURCHASE OF 445 ½ S. BROADWAY**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City
on _____, 2018

ORDINANCE NUMBER 18 - __

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN AGREEMENT FOR THE PURCHASE OF 445 ½ S. BROADWAY

WHEREAS, the Village of Coal City ("*Village*") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois;

WHEREAS, on or about October 24, 2018, the Village President and Trustees (cumulatively, the "*Corporate Authorities*") approved Ordinance No. 18-27, authorizing and approving entry into a Purchase and Sale Agreement with the Estate of Phyllis P. Fioritto ("*Seller*"), the owner of 445 ½ S. Broadway, Coal City, Illinois 60416 (the "*Property*"), providing for the Village's purchase of the Property for \$178,850.00 (the "*Agreement*");

WHEREAS, the Village and Seller mutually executed the Agreement and are now under contract;

WHEREAS, the Village and Seller now desire to amend the terms of the Agreement to provide for the Village refunding Seller for any overage in the Village's credit for prorated 2018 property taxes in light of the mutually anticipated re-assessment of the Property to reflect the demolition of improvements thereon, as described more fully in the *Amendment to Purchase and Sale Agreement* attached hereto as **Exhibit A** the ("*First Amendment*") and, by this reference, incorporated as though fully set forth herein; and

WHEREAS, the Corporate Authorities have considered this First Amendment and find and determine that it is in the Village's best interests to authorize the Mayor to execute the First Amendment.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village

of Coal City, Grundy and Will Counties, Illinois, as follows:

SECTION 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. Authorization.

A. The First Amendment shall be and is hereby approved in substantially the form of Exhibit A.

B. The Mayor and Clerk are hereby authorized and directed to execute, seal and deliver the First Amendment on behalf of the Village.

SECTION 3. Effective Date. This Ordinance shall be in full force and effect on and after its passage, approval, and publication in pamphlet form in the manner provided by law.

SECTION 4. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

Approved:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

AMENDMENT TO PURCHASE AND SALE AGREEMENT

APPENDED ON FOLLOWING PAGE

AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Amendment is attached and made part of the Purchase and Sale Agreement ("Agreement"), dated October 24, 2018, between Estate of Phyllis P. Fioritto ("Seller"), and the Village of Coal City, ("Purchaser"), for the property commonly known as 445 ½ Broadway Street, Coal City, IL 60416 ("Property").

The undersigned are the parties to the aforementioned Purchase and Sale Agreement relating to the aforesaid Property.

For and in consideration of ten dollars (\$10.00), the mutual promises of the parties and other and good valuable considerations, the parties agree as follows:

1. The parties acknowledge that the building on the property with PIN# 09-02-154-004 was removed after the 2017 tax bill was issued.
2. The parties acknowledge that the 2017 tax bill for the property with PIN # 09-02-154-004 includes taxes for the building.
3. Paragraph 11 of the aforementioned Purchase and Sale Agreement for the aforesaid Property shall be modified to state, "All general real estate taxes and assessments that are levied with respect to the Property ("Tax Bills") for the year of Closing will be prorated between Purchaser and Seller as of the business day immediately prior to the Closing Date. If the actual amount of taxes levied for the year of Closing cannot be determined, then the proration shall be based upon 105% of the most recent ascertainable full year tax bill. Purchaser agrees to release Seller from any and all claims arising from the adjustment of proration or errors in calculating the adjustment or proration that are or may be discovered after the closing. Purchaser shall refund Seller for any overage of the credit for the 2018 tax bill, based on the anticipated reduction in the 2018 property tax for PIN# 09-02-154-004. Upon receipt of the 2018 tax bill, Purchaser shall determine the refund and send a copy of the tax bill with the refund, to Seller, within 30 days of receipt of the tax bill. The refund shall be calculated by subtracting the actual tax bill from the tax credit on the master statement, signed on the closing date, by the parties. Prior to or at Closing, Seller shall pay or have paid all Tax Bills that are due and payable prior to or on the Closing Date and shall furnish evidence of such payment to Purchaser and the Title Company. The terms of this Section shall survive the Closing."

This Amendment is a supplement to and part of the aforementioned contract, which contract shall otherwise remain in full force and effect.

Dated this ____ day of December, 2018.

Estate of Phyllis P. Fioritto

Village of Coal City

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 18-34

**A RESOLUTION ESTABLISHING THE ANNUAL CALENDAR OF REGULAR
MEETINGS OF THE VILLAGE OF COAL CITY BOARD OF TRUSTEES, AND THE
PLANNING & ZONING BOARD, PLAN COMMISSION, ZONING BOARD OF
APPEALS, PARK BOARD AND BOARD OF FIRE AND POLICE COMMISSIONERS
FOR CALENDAR YEAR 2019**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2018

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE ANNUAL CALENDAR OF REGULAR MEETINGS OF THE VILLAGE OF COAL CITY BOARD OF TRUSTEES, AND THE PLANNING & ZONING COMMITTEE, PLAN COMMISSION, ZONING BOARD OF APPEALS, PARK BOARD AND BOARD OF FIRE AND POLICE COMMISSIONERS FOR CALENDAR YEAR 2019

WHEREAS, the Village of Coal City ("Village") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, Section 2.03 of the Open Meetings Act, 5 ILCS 120/2.03, requires the Village to prepare and make available a schedule of all of its regular meetings for the calendar year and list the times and places of the meetings; and

WHEREAS, in accordance with Section 2.02 of the Open Meetings Act, 5 ILCS 120/2.02, the Village must give public notice of the schedule of regular meetings at the beginning of each calendar year and state the regular dates, times and places of such meetings;

WHEREAS, the President and trustees of the Village of Coal City (the "Corporate Authorities") desire to approve the regular meeting schedules for calendar year 2019 for the Village Board, Planning & Zoning Board, Planning Commission and Zoning Board of Appeals, Parks Committee, and Board of Fire & Police Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS.

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2. REGULAR VILLAGE BOARD MEETING SCHEDULE FOR 2019.

A. The Corporate Authorities shall and do hereby authorize and approve the calendar year 2019 schedule for its regular Village Board meetings in accordance with the schedule attached hereto as **Exhibit A** and, by this reference, incorporated herein and made a part hereof. The starting time of all regular Village Board meetings shall be 7:00 p.m. prevailing local time. The meetings shall be conducted in the Village Board meeting room at the Village of Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416.

B. In the event of a cancellation or rescheduling of any regular meeting dates, notice and agendas for any such special or rescheduled regular meeting shall be publicly noticed and distributed to media in accordance with the Open Meetings Act.

SECTION 3. REGULAR PLANNING AND ZONING BOARD, PLANNING COMMISSION, AND ZONING BOARD OF APPEALS MEETING SCHEDULES FOR 2019.

A. The Corporate Authorities shall and do hereby authorize and approve the calendar year 2019 schedule for the Planning and Zoning Board committee, the Planning Commission and the Zoning Board of Appeals, all of which meet contemporaneously, in accordance with the cumulative schedule attached hereto as **Exhibit B** and, by this reference, incorporated herein and made a part hereof. The starting time of all Planning and Zoning Board, Planning Commission, and Zoning Board of Appeals meetings shall be 7:00 p.m. prevailing local time. The meetings shall be conducted in the Village Board meeting room at the Village of Coal City Village Hall,

515 S. Broadway, Coal City, Illinois 60416.

B. In the event of a cancellation or rescheduling of any regular meeting dates of the Planning and Zoning Board, Planning Commission or Zoning Board of Appeals, notices and agendas for any such special or rescheduled regular meetings shall be publicly noticed and distributed to media in accordance with the Open Meetings Act.

SECTION 4. REGULAR PARK BOARD COMMITTEE MEETING SCHEDULES FOR 2019.

A. The Corporate Authorities shall and do hereby authorize and approve the calendar year 2019 schedule for the Park Board committee in accordance with the schedule attached hereto as **Exhibit C** and, by this reference, incorporated herein and made a part hereof. The starting time of all Park Board meetings shall be 7:00 p.m. prevailing local time. The meetings shall be conducted in the Village Board meeting room at the Village of Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416.

B. In the event of a cancellation or rescheduling of any regular meeting dates of the Park Board, notice and an agenda for any such special or rescheduled regular meeting shall be publicly noticed and distributed to media in accordance with the Open Meetings Act.

SECTION 5. REGULAR BOARD OF FIRE & POLICE COMMISSIONERS MEETING SCHEDULE FOR 2019.

A. The Corporate Authorities shall and do hereby authorize and approve the calendar year 2019 schedule for the Board of Fire & Police Commissioners ("BOFPC") in accordance with the schedule attached hereto as **Exhibit D** and, by this reference, incorporated herein and made a part hereof. The starting time of all BOFPC meetings shall be 7:00 p.m. prevailing local time. The meetings shall be conducted in the Village Board meeting room at the Village of Coal

City Village Hall, 515 S. Broadway, Coal City, Illinois 60416.

B. In the event of a cancellation or rescheduling of any regular meeting dates of the Park Board, notice and an agenda for any such special or rescheduled regular meeting shall be publicly noticed and distributed to media in accordance with the Open Meetings Act.

SECTION 6. OTHER COMMITTEE MEETINGS.

All meetings of the Finance, Water & Sewer, Street & Alley, and Public Health & Safety Committees shall be conducted on an irregular basis as special meetings as and when the need to convene arises. Such meetings shall be publicly noticed and distributed to media in accordance with the requirements of the Open Meetings Act.

SECTION 7. RESOLUTION OF CONFLICTS.

All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

SECTION 9. EFFECTIVENESS.

This Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO RESOLVED this _____ day of _____, 2018, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A
VILLAGE OF COAL CITY
BOARD OF TRUSTEES
2019 REGULAR MEETING SCHEDULE

JANUARY

Wednesday – January 9, 2019
Wednesday – January 23, 2019

FEBRUARY

Wednesday - February 13, 2019
Wednesday -February 27, 2019

MARCH

Wednesday – March 13, 2019
Wednesday – March 27, 2019

APRIL

Wednesday – April 10, 2019
Wednesday – April 24, 2019

MAY

Wednesday – May 8, 2019
Wednesday – May 22, 2019

JUNE

Wednesday – June 12, 2019
Wednesday – June 26, 2019

JULY

Wednesday – July 10, 2019
Wednesday – July 24, 2019

AUGUST

Wednesday – August 14, 2019
Wednesday – August 28, 2019

SEPTEMBER

Wednesday – September 11, 2019
Wednesday – September 25, 2019

OCTOBER

Wednesday – October 9, 2019
Wednesday – October 23, 2019

NOVEMBER

Wednesday – November 13, 2019
Wednesday – November 27, 2019

DECEMBER

Wednesday – December 11, 2019

EXHIBIT B

VILLAGE OF COAL CITY
PLANNING AND ZONING BOARD, PLANNING COMMISSION, and ZONING
BOARD OF APPEALS

2019 COMBINED REGULAR MEETING SCHEDULE

JANUARY

Monday – January 7, 2019
Monday – January 21, 2019

FEBRUARY

Monday – February 4, 2019
Monday – February 18, 2019 (legal holiday)

MARCH

Monday – March 4, 2019
Monday – March 18, 2019

APRIL

Monday – April 1, 2019
Monday – April 15, 2019

MAY

Monday – May 6, 2019
Monday – May 20, 2019

JUNE

Monday – June 3, 2019
Monday – June 17, 2019

JULY

Monday – July 1, 2019
Monday – July 15, 2019

AUGUST

Monday – August 5, 2019
Monday – August 19, 2019

SEPTEMBER

Monday – September 2, 2019 (Labor Day)
Monday – September 16, 2019

OCTOBER

Monday – October 7, 2019
Monday – October 21, 2019

NOVEMBER

Monday – November 4, 2019
Monday – November 18, 2019

DECEMBER

Monday – December 2, 2019
Monday – December 16, 2019

EXHIBIT C
VILLAGE OF COAL CITY
PARK BOARD
2019 REGULAR MEETING SCHEDULE

JANUARY

Tuesday – January 15, 2019

FEBRUARY

Tuesday – February 19, 2019

MARCH

Tuesday – March 19, 2019

APRIL

Tuesday – April 16, 2019

MAY

Tuesday – May 21, 2019

JUNE

Tuesday – June 18, 2019

JULY

Tuesday – July 16, 2019

AUGUST

Tuesday – August 20, 2019

SEPTEMBER

Tuesday – September 17, 2019

OCTOBER

Tuesday – October 15, 2019

NOVEMBER

Tuesday – November 19, 2019

DECEMBER

Tuesday – December 17, 2019

EXHIBIT D

VILLAGE OF COAL CITY
BOARD OF FIRE & POLICE COMMISSIONERS
2019 REGULAR MEETING SCHEDULE

JANUARY

Tuesday – January 1, 2019 (New Year's Day)

FEBRUARY

Tuesday – February 5, 2019

MARCH

Tuesday – March 5, 2019

APRIL

Tuesday – April 2, 2019

MAY

Tuesday – May 7, 2019

JUNE

Tuesday – June 4, 2019

JULY

Tuesday – July 2, 2019

AUGUST

Tuesday – August 6, 2019

SEPTEMBER

Tuesday – September 3, 2019

OCTOBER

Tuesday – October 1, 2019

NOVEMBER

Tuesday – November 5, 2019

DECEMBER

Tuesday – December 3, 2019

MEMO

TO: President Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: December 12, 2018

**RE: ENTERING INTO AGREEMENTS WITH BNSF FOR NECESSARY
UNDERGROUND IMPROVEMENTS**

During the upcoming S. Broadway Reconstruction project, the Village shall gain additional raceways beneath the BNSF RR tracks to connect electricity along both sides of the street. These improvements shall assist with management of the lights and adjoining accessory management tools to be able to run the Village's "smart" light poles that will have electricity for decorations and efficiency management. Currently, the lights are managed on three separate breakers with one controlling the lights south of the RR tracks in one location and two others on the north side in another. The new lighting will employ new smart capabilities and bring all of the controls and information back to one centralized location at the Village Hall complex.

In order to complete these plans, the BNSF requires the Village to enter into agreements for each pathway bored beneath the railroad crossing. This is essentially the same process as when the Village cooperated in a joint project to run sanitary utilities beneath the Union Pacific Railroad. The Village Board recently approved the review of the plans for these upgrades and the BNSF returned with the requirement to enter into these agreements, which require certain insurance liability assurances and the payment of licenses totaling nearly \$14,000.

Time is of the essence. The BNSF turned around its review in a timely manner, but it is necessary for the Village to complete these agreements; IDOT notified our engineer that the agreements must be on file to ensure the S. Broadway Project may keep its January bid letting. There are four separate resolutions in order to ensure Coal City maintains the capability to construct what has been designed – the first to allow the repaving project within the BNSF right of way, the second and third to construct the necessary raceways within their easement for electric and the last to run the fiber to support the lighting poles within the constructed underground improvements. Mark Heinle has reviewed these agreements and has been working with the necessary parties to ensure we properly submit the necessary Certificates of Insurance.

Recommendation:

- 1.) Adopt Resolution No. 18-35: Providing for a License Agreement to Enable Roadway Resurfacing within the BNSF Right of Way.
- 2.) Adopt Resolution No. 18-36: Providing for a License Agreement to Construct Lighting Supply Facilities Beneath the BNSF on the East Side of S. Broadway.
- 3.) Adopt Resolution No. 18-37: Providing for a License Agreement to Construct Lighting Supply Facilities Beneath the BNSF on the West Side of S. Broadway.
- 4.) Adopt Resolution No. 18-38: Providing for a License Agreement to Construct Lighting Support FiberOptics Beneath the BNSF on the West Side of S. Broadway.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 18-35

**A RESOLUTION AUTHORIZING ENTRY INTO A ROADWAY SURFACING
AGREEMENT WITH BNSF RAILWAY COMPANY PROVIDING FOR
RESURFACING OF BROADWAY STREET WITHIN BNSF RAILWAY COMPANY
RIGHT OF WAY AND FURTHER AUTHORIZING PROCUREMENT OF BNSF
RAILWAY COMPANY'S BLANKET RAILROAD PROTECTIVE LIABILITY
INSURANCE POLICY**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2018



Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, Texas 76153
tel +1 817-230-2600, fax +1 817 306-8265

November 28, 2018

Village of Coal City
Attention: Mr. Matt Fritz
515 S. Broadway St.
Coal City, IL 60416

18-61513

Dear Mr. Fritz:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$633.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$800.00.00.

Sincerely,

Amanda Reyna

Amanda Reyna
Sr. Manager Permits
Attachment

ROADWAY SURFACING AGREEMENT

This Roadway Surfacing Agreement ("Agreement") is entered into effective as of this the _____ day of _____ 2018, by and between Village of Coal City, ("Contractor"), a Illinois, and BNSF RAILWAY COMPANY ("Railway"), a Delaware corporation.

WHEREAS, Railway operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, Illinois Department of Transportation desires Contractor to surface the roadway adjacent to and upon Railway's right of way, and Contractor is willing to perform such services.

NOW, THEREFORE, in consideration for Railway entering this Agreement with Contractor and granting Contractor permission to enter upon the Premises (defined herein), Contractor agrees with Railway as follows:

SECTION 1. SCOPE OF SERVICES

Contractor shall perform the following services, hereinafter described as Work:

• Roadway Resurfacing at Line Segment 7000 and Mile Post 58.60.

Performance of the Work will necessarily require Contractor to enter Railway's right of way and property ("Premises"). Contractor agrees that no work shall be commenced on the Premises until (i) this Agreement is executed by both Contractor and Railway; and (ii) Railway approves the insurance required to be maintained by Contractor hereunder. Contractor further agrees that if this Agreement is not executed by the owner, general partner, president, or vice-president of Contractor, Contractor shall furnish Railway with evidence certifying that the signatory is empowered to execute this Agreement.

This License shall commence on the Effective Date and shall continue for a period one hundred eighty (180) days, subject to prior termination as hereinafter described.

SECTION 2. PAYMENT OF FEES

Illinois Department of Transportation shall be responsible for payment to Contractor for the Work performed under this Agreement

SECTION 3. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorney's fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way.

THE LIABILITY ASSUMED BY CONTRACTOR SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR SHALL INCLUDE ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it shall adjust and settle all claims made against Railway, and shall, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway shall give notice to Contractor, in writing, of the receipt or pendency of such claims and thereupon Contractor shall proceed to adjust and handle to a conclusion such claims, and in the event of a suit brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, shall defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall survive any termination of this Agreement.

SECTION 4. INSURANCE.

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$6,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- ♦ Bodily Injury and Property Damage
- ♦ Personal Injury and Advertising Injury
- ♦ Fire legal liability
- ♦ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ♦ It is agreed that any workers' compensation exclusion does not apply to Railroad payments related to the Federal Employers Liability Act or a Railroad Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any

Workers Compensation, disability benefits, or unemployment compensation law or similar law.

- ♦ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ♦ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

B. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ♦ Bodily injury and property damage
- ♦ Any and all vehicles owned, used or hired

C. **Workers Compensation and Employers Liability Insurance.** This insurance shall include coverage for, but not limited to:

- ♦ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ♦ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

D. **Railroad Protective Liability Insurance.** This insurance shall name only the Railroad as the insured with coverage of at least \$2,000,000 per occurrence and \$5,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ♦ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ♦ Endorsed to include the Limited Seepage and Pollution Endorsement
- ♦ Endorsed to include Evacuation Expense Coverage Endorsement
- ♦ No other endorsements restricting coverage may be added
- ♦ The original policy must be provided to the Railroad prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$633.

- ☐ I elect to participate in Licensor's Blanket Policy;
- ☐ I elect not to participate in Licensor's Blanket Policy.

E. **Other Requirements:**

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by **Railroad**. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and **Railroad** shall be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming **Railroad** as additional insured shall be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by contractor in lieu of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor shall furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/finder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Contractor represents that this Agreement has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, **Railroad** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein.

naming *Railroad* as an additional insured, and shall require that the subcontractor shall release, defend and indemnify *Railroad* to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify *Railroad* herein.

Failure to provide evidence as required by this section shall entitle, but not require, *Railroad* to terminate this *Agreement* immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor shall not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this *Agreement*. Damages recoverable by *Railroad* shall not be limited by the amount of the required insurance coverage.

Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety-training program at the following Internet Website "http://www.BNSFcontractor.com". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.

For purposes of this section, *Railroad* shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

SECTION 5. PROTECTION OF RAILWAY FACILITIES AND RAILWAY FLAGGER SERVICES

A. The Contractor shall give a minimum of at least thirty (30) working days' notice to the roadmaster at , telephone 815-246-9752 or dustin.hartz@bnsf.com, in advance of when flagging services will be required to bulletin the flaggers position and shall provide five (5) working days' notice to the Roadmaster to abolish the position per union requirements.

B. Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over or under of and within twenty-five (25) feet measured horizontally from center line of the nearest track and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

(1). When in the opinion of the Railway's representative, it is necessary to safeguard the Premises , employees, trains, engines and facilities.

(2). When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

(3). When work in any way interferes with the safe operation of trains at timetable speeds.

(4). When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

(5). Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers. Licensee agrees to reimburse Licensor (pursuant to the terms of Section 5 (d) below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Roadway, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this Section 5.

D. All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

(1) A flagging crew generally consists of one employee. However, additional personnel may be required to protect the Premises and operations, if deemed necessary by the Railway's representative.

(2) Each time a flagger is called, the minimum period for billing shall be the eight (8) hour basic day.

(3) The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the City's contractor.

SECTION 6. INDEPENDENT CONTRACTOR

In the performance of the Work under this Agreement, Contractor will be considered as an independent contractor, neither Contractor nor any of its employees, subcontractors, agents or servants will be considered as employees of Railway in any respect. Contractor shall have the exclusive right and duty to control the work of its employees. All persons employed by Contractor or any of its subcontractors in the performance of this Agreement shall be the sole employees of

Contractor or its subcontractors. Contractor will be given general directions and instructions regarding the Work to be rendered under this Agreement; however, direct supervision of Contractor's employees will be Contractor's responsibility and obligation.

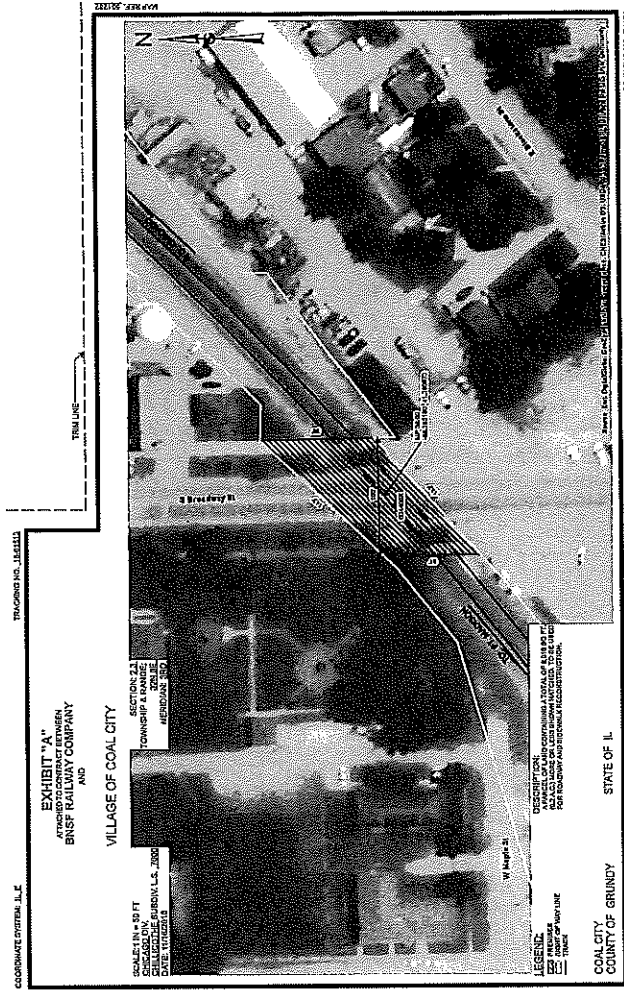
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

VILLAGE OF COAL CITY
515 S. Broadway St.
Coal City, IL 60416

BNSF RAILWAY COMPANY
Jones Lang LaSalle Brokerage, Inc.,
its Attorney in Fact
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155

By: _____
Print Name: _____
Title: _____

By: _____
Title: _____



THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 18-36

**A RESOLUTION AUTHORIZING ENTRY INTO A LICENSE AGREEMENT WITH
BNSF RAILWAY COMPANY PROVIDING FOR ELECTRIC SUPPLY LINE
FACILITIES RUNNING ACROSS AND BENEATH BNSF TRACKS AND RIGHT OF
WAY AND FURTHER AUTHORIZING PROCUREMENT OF BNSF RAILWAY
COMPANY'S BLANKET RAILROAD PROTECTIVE LIABILITY INSURANCE
POLICY**

(East Side of Broadway)

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2018



Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, Texas 76155
tel +1 817-230-2600, fax +1 817 306-8265

November 29, 2018

Village of Coal City
Attention: Mr. Matt Fritz
515 S. Broadway St
Coal City, Illinois 60416

18-61517

Dear Mr. Fritz:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$3700.00 payable to BNSF Railway Company which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$506.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$800.00.

Sincerely,

Amanda Reyna

Amanda Reyna
Sr. Manager, Permits
Attachment

**LICENSEE FOR ELECTRIC SUPPLY LINE
ACROSS OR ALONG RAILWAY PROPERTY**
(Electric Light, Power Supply, Inspecrive of Voltage, Overhead or Underground)

THIS LICENSE FOR ELECTRIC SUPPLY LINE ("Licensee") is made to be effective 2018, (the "Effective Date") by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Licensor") and VILLAGE OF COAL CITY, a Illinois corporation ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties including without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), an electric supply line containing a maximum of One (1) conductors, together with its supporting or containing structures (collectively the "Electric Supply Line"), across or along Licensor's rail corridor at or near the station of Coal City, County of Grundy, State of Illinois, Line Segment 7000, Mile Post 58.59, as shown on the attached Drawing No. 74154 dated November 19, 2018, attached hereto as Exhibit "A" and incorporated herein by reference (the "Premises").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensee's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Electric Supply Line in accordance with the Drawings and Specifications. Licensee shall not use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand Seven Hundred and No/100 Dollars (\$3700) as compensation for the use of the Premises.
7. **Costs and Expenses.**

7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of Section 8 below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Electric Supply Line, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision.

Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this Section 7.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipelines/cables and appurtenances (other than the Electric Supply Line) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 4 above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Electric Supply Line, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Electric Supply Line as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Electric Supply Line, or the construction of a new electric line to replace the Electric Supply Line. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Electric Supply Line promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Electric Supply Line.**
 - 11.1 Licensee shall notify Licensor's Roadmaster, at , telephone 815-246-9752 or dustin.hartz@bnsf.com, or email Dustin.Hartz@bnsf.com, at least ten (10) business days prior to installation of the Electric Supply Line and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Electric Supply Line or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to a hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor shall have no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it

being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

11.6 Licensee shall, at its sole cost and expense, construct and maintain the Electric Supply Line in such a manner and of such material that the Electric Supply Line will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Electric Supply Line shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Electric Supply Line or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 24 hereof.

11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Electric Supply Line at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below), if ordered at any time to halt construction or maintenance of the Electric Supply Line by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition. Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Electric Supply Line, it being solely Licensee's responsibility to ensure that the Electric Supply Line is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section 11, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of Section 8. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

11.8 Licensee shall, at its sole cost and expense, construct and at all times maintain the Electric Supply Line in accordance with the National Electric Safety Code.

11.9 If the operation or maintenance of the Electric Supply Line at any time causes interference, including but not limited to physical interference from electromagnetic induction, electrostatic induction, or from stray or other currents, with the facilities of Licensor or of any lessee or licensee of Licensor, or in any manner interfere with the operation, maintenance, or use by Licensor of its right-of-way, tracks, structures, pole lines, signal and communication lines, radio, or other equipment, devices, other property or appliances thereof, Licensee agrees immediately to make such changes in the Electric Supply Line and furnish such protective devices and/or replacement equipment to Licensor and its lessees or licensees as shall be necessary, in the judgment of Licensor's representative, to eliminate such interference. The cost of such protective devices and their installations shall be borne solely by Licensee. If any of the interference covered by this Section 11.9 shall be, in the judgment of Licensor, of such importance to the safety of Licensor's operations as to require immediate corrective action, Licensee, upon notice from Licensor, shall either, at Licensor's election, cease using the Electric Supply Line for any purpose whatsoever and remove same, or reduce the voltage or load on the Electric Supply Line, or take such other interim protective measures as Licensor may deem advisable, until the protective devices and/or replacement equipment required by this Section 11.9 have been installed, put in operation, tested, and found to be satisfactory to correct the interference.

11.10 Licensee shall, at its sole cost and expense, remove all combustible material from around wooden poles on the Premises, if any, and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to within fifteen (15) days after having been requested by Licensor to do so, Licensor shall have the right itself to perform the work and Licensee hereby agrees to reimburse Licensor for the expense so incurred.

12. Boring and Excavation.

12.1

Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Electric Supply Line by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Electric Supply Line. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Electric Supply Line and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

12.2

For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

12.3

Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:

12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

12.3.2 otherwise secured or retined in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

12.4

Horizontal Directional Drilling (HDD). Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A BNSF Flagman must be present during installation and will monitor the ballast and roadbed.

LIABILITY AND INSURANCE

13.

Liability and Indemnification.

13.1 For purposes of this License: (a) "Indemnitees" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "Liabilities" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "Licensee Parties" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):

13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,

13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,

- 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.

13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSEE IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDENTEE HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSEE AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSEE BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DONE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employer's Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

15.4

Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$8,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Electric Supply Line. THE CONSTRUCTION OF THE ELECTRIC SUPPLY LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE. If further maintenance of the Electric Supply Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.

Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$506.

- ☐ I elect to participate in Licensor's Blanket Policy;
- ☐ I elect not to participate in Licensor's Blanket Policy.

15.5 Other Requirements:

- 15.5.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.5.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.5.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.5.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.5.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.5.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.5.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.5.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.5.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

- 15.5.10 Failure to provide evidence as required by this Section 15 shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.

- 15.5.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

- 15.5.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.

- 15.5.13 For purposes of this Section 15, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations:

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Electric Supply Line and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSF-contractor.com" (the "Safety Orientation") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possesses a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises; any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "Rights") and such other rights, licenses, permits, authorizations and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Electric Supply Line and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Electric Supply Line in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body on the Premises. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section 17.2.

17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Electric Supply Line which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.

17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES18. No Warranties.

18.1 LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18.2 LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE ELECTRIC SUPPLY LINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.

19. Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 21 or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed by any governmental or quasi-governmental body upon the Electric Supply Line or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "Improvements") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of Section 15, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of Section 26 below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in Section 15.

23.2 Should Licensee not comply fully with the obligations of Section 17 regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.

23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 23 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

24.1.1 if so directed by Licensor in writing, remove the improvements, the Electric Supply Line and all appurtenances thereto, or, at the sole discretion of Licensor, appropriately decommission the Electric Supply Line with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.

- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under Section 24.1 above (the "Restoration Obligations"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Electric Supply Line and the other improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Electric Supply Line and the other improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Electric Supply Line and the other improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Electric Supply Line and the other improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this Section 26 shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

26.2 For purposes of this Section 26, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization,

reorganization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of Section 26.1 above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "Purported Assignment") to another party (a "Purported Transferee"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of Section 15 above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this Section 26 shall survive the expiration or earlier termination of this License.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor:
Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to:
BNSF Railway Company
2301 Lou Menk Drive G08-3W
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee:
Village of Coal City
515 S. Broadway St
Coal City, Illinois 60416

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Electric Supply Line and the other improvements are removed and the Premises are restored to its condition as of the Effective Date.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held

to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. **Integration.** This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. **Joint and Several Liability.** If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. **Waiver.** The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. **Interpretation.**

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereof; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. **Counterparts.** This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

END OF PAGE - SIGNATURE PAGE FOLLOWS

37. **Licensor's Representative.** Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF RAILWAY COMPANY a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.,
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155

By: _____

Title: _____

Date: _____

LICENSEE:

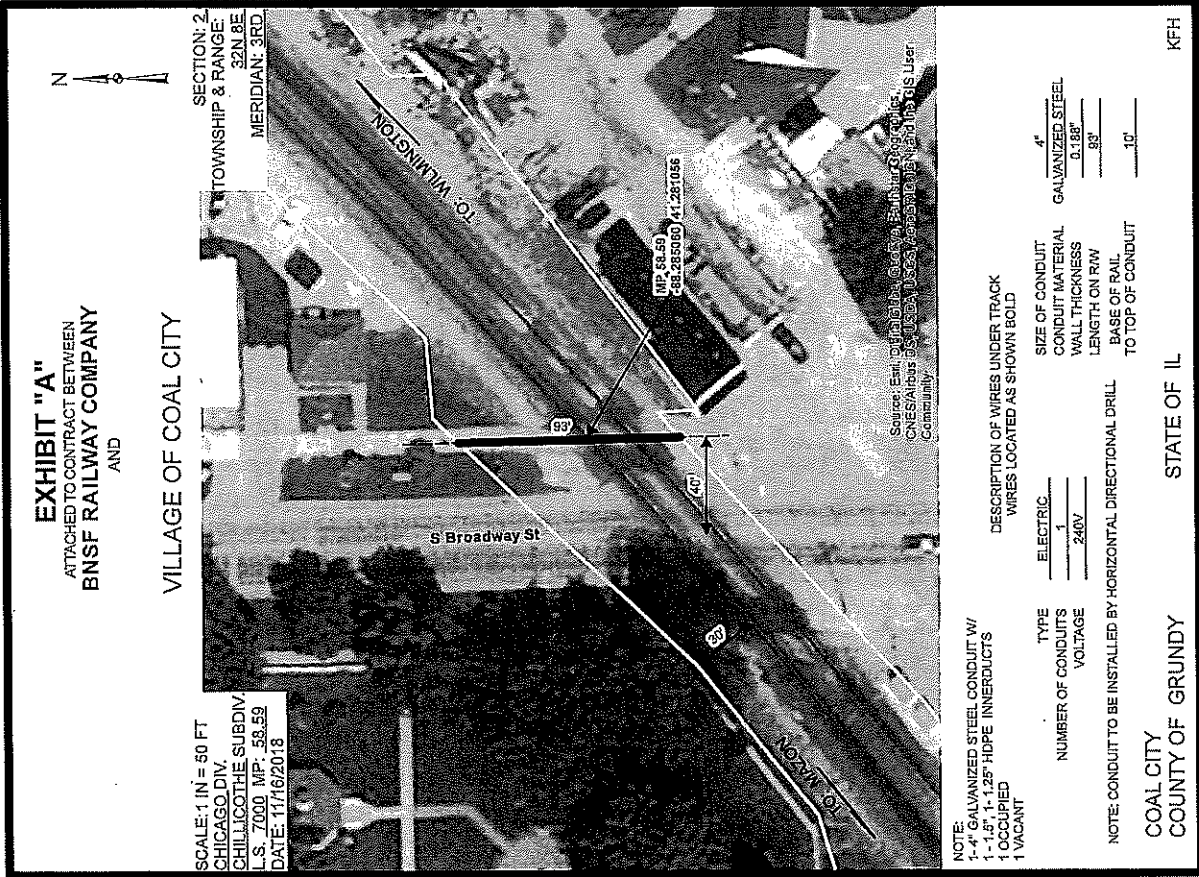
VILLAGE OF COAL CITY a Illinois corporation

515 S. Broadway St
Coal City, Illinois 60416

By: _____

Title: _____

Date: _____



Bartlett & West

Concerns/Comments:

HDD INSTALLATION HAS A MINIMUM DEPTH OF 10' UNDER THE TRACKS
RIGHT OF WAY IS IRREGULAR - I LABELED A DISTANCE AT A POINT PER R/W MAP

Tino Ramos
11/18/2018

KAREN HERRMANN
11/16/2018

Bartlett & West Preparer: _____ Bartlett & West Approval: _____

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 18-37

**A RESOLUTION AUTHORIZING ENTRY INTO A LICENSE AGREEMENT WITH
BNSF RAILWAY COMPANY PROVIDING FOR ELECTRIC SUPPLY LINE
FACILITIES RUNNING ACROSS AND BENEATH BNSF TRACKS AND RIGHT OF
WAY AND FURTHER AUTHORIZING PROCUREMENT OF BNSF RAILWAY
COMPANY'S BLANKET RAILROAD PROTECTIVE LIABILITY INSURANCE
POLICY**

(West Side of Broadway)

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2018



Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, Texas 76155
tel +1 817-230-2600, fax +1 817 306-8265

November 28, 2018

Village of Coal City
Attention: Mr. Matt Fritz
515 S. Broadway St
Coal City, Illinois 60416

18-61515

Dear Mr. Fritz:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and return both copies with original signature for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$3700.00 payable to BNSF Railway Company which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$506.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$800.00.

Sincerely,

Amanda Reyna

Amanda Reyna
Sr. Manager, Permits
Attachment

**LICENSE FOR ELECTRIC SUPPLY LINE
ACROSS OR ALONG RAILWAY PROPERTY**
(Electric Light, Power Supply, irrespective of Voltage, Overhead or Underground)

"THIS LICENSE FOR ELECTRIC SUPPLY LINE ("License") is made to be effective _____, 2018, (the "Effective Date") by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Licensor") and VILLAGE OF COAL CITY, a Municipality ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), an electric supply line containing a maximum of One (1) conductors, together with its supporting or containing structures (collectively the "Electric Supply Line"), across or along Licensor's rail corridor at or near the station of Coal City, County of Grundy, State of Illinois, Line Segment 7000, Mile Post 58.61, as shown on the attached Drawing No. 74147 dated November 19, 2018, attached hereto as Exhibit "A" and incorporated herein by reference (the "Premises").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensee's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Electric Supply Line in accordance with the Drawings and Specifications. Licensee shall not use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand Seven Hundred and No/100 Dollars (\$3700) as compensation for the use of the Premises.

Costs and Expenses

- 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
- 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of Section 8 below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Electric Supply Line, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowances; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision.

Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this Section 7.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipelines/cables and appurtenances (other than the Electric Supply Line) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 4 above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Electric Supply Line, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Electric Supply Line as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Electric Supply Line, or the construction of a new electric line to replace the Electric Supply Line. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Electric Supply Line promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Electric Supply Line.
 - 11.1 Licensee shall notify Licensor's Roadmaster Dustin Hartz, at telephone 815-246-9752 or dustin.hartz@bnsf.com, at least ten (10) business days prior to installation of the Electric Supply Line and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Electric Supply Line or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it

being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

11.5 Licensee shall, at its sole cost and expense, construct and maintain the Electric Supply Line in such a manner and of such material that the Electric Supply Line will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Electric Supply Line shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Electric Supply Line or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 24 hereof.

11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Electric Supply Line at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Electric Supply Line by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Electric Supply Line, it being solely Licensee's responsibility to ensure that the Electric Supply Line is constructed and maintained in compliance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section 11, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of Section 8. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

11.8 Licensee shall, at its sole cost and expense, construct and at all times maintain the Electric Supply Line in accordance with the National Electric Safety Code.

11.9 If the operation or maintenance of the Electric Supply Line at any time causes interference, including but not limited to physical interference from electromagnetic induction, electrostatic induction, or from stray or other currents with the facilities of Licensor or of any lessee or licensee of Licensor, or in any manner interfere with the operation, maintenance, or use by Licensor of its right-of-way, tracks, structures, pole lines, signal and communication lines, radio, or other equipment, devices, other property or appurtenances thereof, Licensee agrees immediately to make such changes in the Electric Supply Line and furnish such protective devices and/or replacement equipment to Licensor and its lessees or licensees as shall be necessary, in the judgment of Licensor's representative, to eliminate such interference. The cost of such protective devices and their installations shall be borne solely by Licensee. If any of the interference covered by this Section 11.9 shall be, in the judgment of Licensor, of such importance to the safety of Licensor's operations as to require immediate corrective action, Licensee, upon notice from Licensor, shall either, at Licensor's election, cease using the Electric Supply Line for any purpose whatsoever and remove same, or reduce the voltage or load on the Electric Supply Line, or take such other interim protective measures as Licensor may deem advisable, until the protective devices and/or replacement equipment required by this Section 11.9 have been installed, put in operation, tested, and found to be satisfactory to correct the interference.

11.10 Licensee shall, at its sole cost and expense, remove all combustible material from around wooden poles on the Premises, if any, and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to within fifteen (15) days after having been requested by Licensor to do so, Licensor shall have the right itself to perform the work and Licensee hereby agrees to reimburse Licensor for the expense so incurred.

12. Boring and Excavation.

12.1

Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Electric Supply Line by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Electric Supply Line in its possession. Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Electric Supply Line and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

12.2

For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

12.3

Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:

12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

12.4

Horizontal Directional Drilling (HDD). Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A BNSF Flagman must be present during installation and will monitor the ballast and roadbed.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

13.1 For purposes of this License, (a) "Indemnitees" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "Liabilities" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "Licensee Parties" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):

13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,

13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,

- 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.

13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSEE IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS, NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSEE AND LICENSEE AS TO USE OF THE PREMISES IS CONTEMPLATED BY THIS LICENSE SHALL LICENSEE BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO IN WHOLE OR IN PART) ANY SUCH ASSERTION, INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
 • Bodily Injury and Property Damage
 • Personal Injury and Advertising Injury
 • Fire legal liability
 • Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of Insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of Insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and construction of the Electric Supply Line. THE CONSTRUCTION OF THE ELECTRIC SUPPLY LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE. If further maintenance of the Electric Supply Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:
 • Endorsed to include the Pollution Exclusion Amendment
 • Endorsed to include the Limited Seepage and Pollution Endorsement
 • Endorsed to include Evacuation Expense Coverage Endorsement
 • No other endorsements restricting coverage may be added.
 • The original policy must be provided to Licensor prior to performing any work or services under this License.

Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$306.

- ☐ I elect to participate in Licensor's Blanket Policy;
- ☐ I elect not to participate in Licensor's Blanket Policy.

15.5 Other Requirements:

15.5.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

15.5.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

15.5.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

15.5.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

15.5.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

15.5.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

15.5.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

15.5.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

15.5.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

15.5.10 Failure to provide evidence as required by this Section 15 shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.

15.5.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.5.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.

15.5.13 For purposes of this Section 15, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Electric Supply Line and the use of the Premises.

16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "Safety Orientation") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "Rights") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Electric Supply Line and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Electric Supply Line in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body on the Premises. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section 17.2.

17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Electric Supply Line which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.

17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES18. No Warranties.

18.1 LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18.2 LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE ELECTRIC SUPPLY LINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.

19. Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 21 or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed by any governmental or quasi-governmental body upon the Electric Supply Line or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "Improvements") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of Section 15, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below.

23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of Section 28 below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in Section 15.

23.2 Should Licensee not comply fully with the obligations of Section 17 regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.

23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 23 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Electric Supply Line and all appurtenances thereto, or, at the sole discretion of Licensor, appropriately decommission the Electric Supply Line with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.

24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under Section 24.1 above (the "Restoration Obligations"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Electric Supply Line and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred; (ii) upon written notice to Licensee, take and hold the Electric Supply Line and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor; or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Electric Supply Line and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Electric Supply Line and the other Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this Section 26 shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

26.2 For purposes of this Section 26, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization,

reorganization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of Section 26.1 above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "Purported Assignment") to another party (a "Purported Transferee"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of Section 15 above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this Section 26 shall survive the expiration or earlier termination of this License.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2301 Lou Menk Drive G0B-3W
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: Village of Coal City
515 S. Broadway St
Coal City, Illinois 60416

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Electric Supply Line and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held

to be invalid under applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. **Integration.** This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. **Joint and Several Liability.** If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. **Waiver.** The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. **Interpretation.**

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "includes", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. **Counterparts.** This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

END OF PAGE - SIGNATURE PAGE FOLLOWS

37. **Licensor's Representative.** Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF RAILWAY COMPANY a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.,
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155

By: _____

Title: _____

Date: _____

LICENSEE:

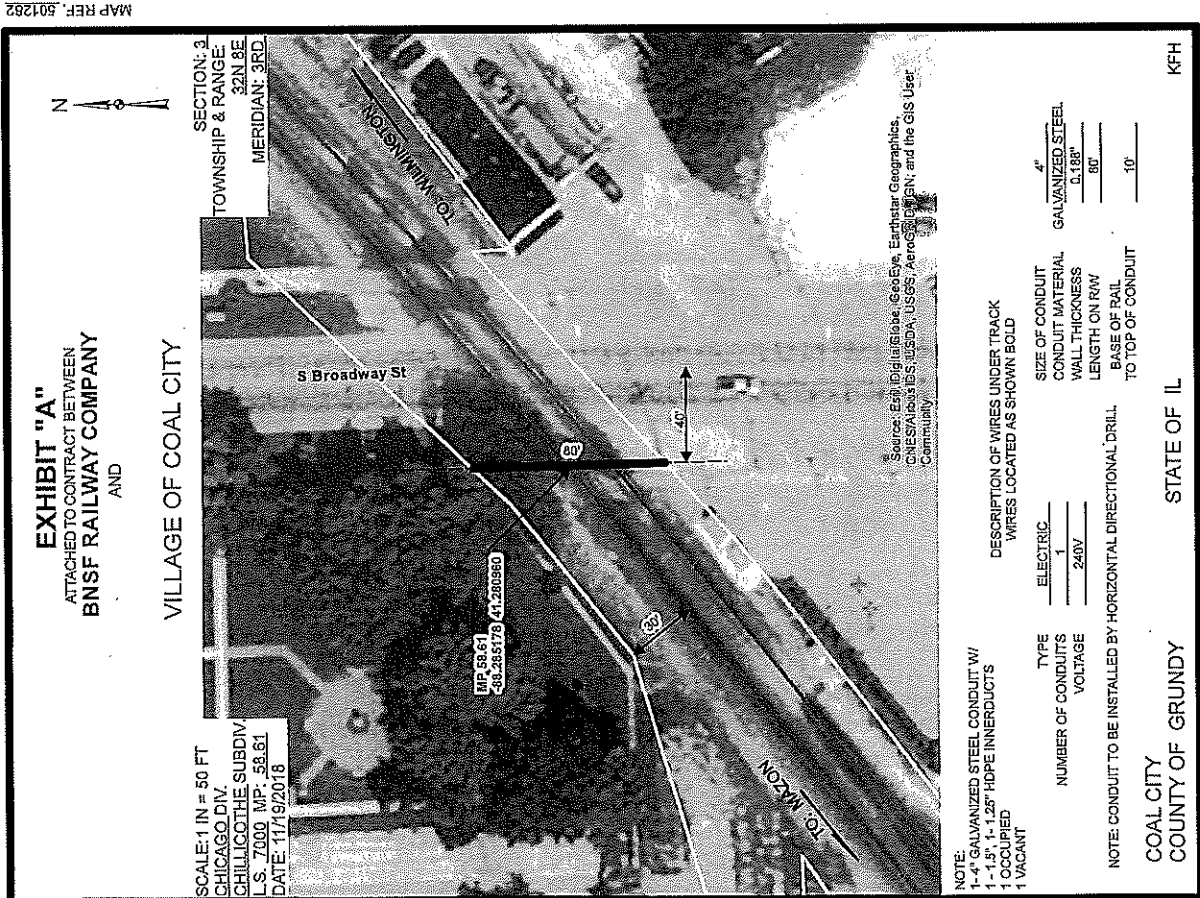
VILLAGE OF COAL CITY a Municipality

515 S. Broadway St
Coal City, Illinois 60416

By: _____

Title: _____

Date: _____



Bartlett & West
Concerns/Comments:

HDD INSTALLATION HAS A MINIMUM DEPTH OF 10' UNDER THE TRACKS
RIGHT OF WAY IS IRREGULAR - I LABELED A DISTANCE AT A POINT PER R/W MAP

Tino Ramos
11/19/2018

KAERN HERRMANN
11/16/2018

Bartlett & West Prepare: Bartlett & West Approval:

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 18-38

**A RESOLUTION AUTHORIZING ENTRY INTO A LICENSE AGREEMENT WITH
BNSF RAILWAY COMPANY PROVIDING FOR COMMUNICATION LINE,
TELEVISION CABLE AND/OR FIBER OPTIC LINE FACILITIES RUNNING ACROSS
AND BENEATH BNSF TRACKS AND RIGHT OF WAY AND FURTHER
AUTHORIZING PROCUREMENT OF BNSF RAILWAY COMPANY'S BLANKET
RAILROAD PROTECTIVE LIABILITY INSURANCE POLICY**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2018



Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, Texas 76155
tel +1 817-230-2600

November 28, 2018

Village of Coal City
Attention: Mr. Matt Fritz
515 S. Broadway St
Coal City, IL 60416

18-61514

Dear Mr. Fritz:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and return both copies with original signature for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$3700.00 payable to BNSF Railway Company which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$506.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$800.00.

Sincerely,

Amanda Reyna

Amanda Reyna
Associate Manager, Permits
Attachment

**LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE,
AND/OR FIBER OPTIC LINE ACROSS OR ALONG RAILWAY PROPERTY**

THIS LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE AND/OR FIBER OPTIC LINE ("Licensee")
is made to be effective 2018, (the "Effective Date") by and between BNSF RAILWAY COMPANY, a
Delaware corporation ("Licensor") and VILLAGE OF COAL CITY, a Municipality ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications") a communication line, television cable, and/or a fiber optic line containing a maximum of One (1) conduit(s), together with all conductors and their supporting or containing structures (collectively, the "Communication Line"), across or along Licensor's rail corridor at or near the station of Coal City, County of Grundy, State of Illinois, Line Segment 7000, Mile Post 58.61 as shown on the attached Drawing No. 74152, dated November 19, 2018, attached hereto as Exhibit "A" and incorporated herein by reference (the "Premises"). Licensee warrants that it has exercised due care in establishing the Drawings and Specifications and has conducted testing and carefully assessed the design process to conclude that the risks associated with using and operating the Communication Line as intended by Licensee will not pose any unreasonable risks to Licensor or to the Premises.
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Communication Line in accordance with the Drawings and Specifications. Licensee shall not use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand Seven Hundred and No/100 Dollars (\$3700) as compensation for the use of the Premises.
7. **Costs and Expenses.**
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of Section 8 below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Communication Line, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day

with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this Section 7.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor.
 - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipelines/cables and appurtenances (other than the Communication Line) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 4 above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Communication Line, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Communication Line as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Communication Line, or the construction of a new line to replace the Communication Line. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Communication Line promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Communication Line.**
 - 11.1 Licensee shall notify Licensor's Roadmaster Dustin Hartz, at telephone 815-246-9752 or dustin.hartz@bnsf.com, at least ten (10) business days prior to installation of the Communication Line and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Communication Line or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

11.5 Under no conditions shall Licensees be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds or property of Licensor, (ii) the safe operation of the existing or proposed Communication Line, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

11.8 Licensee shall, at its sole cost and expense, construct and maintain the Communication Line in such a manner and of such material that the Communication Line will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Communication Line shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Communication Line or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 24 hereof.

11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Communication Line at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Communication Line by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Communication Line, it being solely Licensee's responsibility to ensure that the Communication Line is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section 11, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of Section 8. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

11.8 Licensee shall, at its sole cost and expense, remove all combustible material from around wooden poles on the Premises, if any, and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to within fifteen (15) days after having been requested by Licensor to do so, Licensor shall have the right itself to perform the work and Licensee hereby agrees to reimburse Licensor for the expense so incurred.

11.9 Licensee shall, at its sole cost and expense, construct and at all times maintain the Communication Line in accordance with the National Electric Code. The use of a rail mounted cable plow to install the Communication Line is strictly prohibited unless advance written approval is granted by Licensor, which approval Licensor may grant or withhold in its sole and absolute discretion. Unless otherwise specified, all underground line shall be installed at least forty-eight (48) inches below grade level.

12. Boring and Excavation.

12.1

Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Communication Line by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Communication Line. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Communication Line and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

12.2

For all bores greater than 28-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

12.3

Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:

12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

12.4

Horizontal Directional Drilling (HDD). Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A BNSF Flagman must be present during installation and will monitor the ballast and roadbed.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

13.1

For purposes of this License: (a) "Indemnitees" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "Liabilities" means all claims, liabilities, fines, penalties, costs, damages, losses, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "Licensee Parties" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):

- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
- 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
- 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
- 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
- 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.

13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSEE IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSEE AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSEE BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable

attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. **Personal Property Risk of Loss.** ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

15. **Insurance.** Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

15.1 **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

15.2 **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 **Workers' Compensation and Employers' Liability Insurance.** This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

15.4

Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Communication Line. **THE CONSTRUCTION OF THE COMMUNICATION LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Communication Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$506.00.

- ☐ I elect to participate in Licensor's Blanket Policy;
- ☐ I elect not to participate in Licensor's Blanket Policy.

15.5

Other Requirements:

15.5.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

15.5.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver or subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

15.5.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

15.5.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration.

In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

15.5.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

15.5.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

15.5.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

15.5.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

15.5.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

15.5.10 Failure to provide evidence as required by this Section 15 shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.

15.5.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.5.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.

15.5.13 For purposes of this Section 15, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS AND ENVIRONMENTAL MATTERS16. Compliance with Laws, Rules, and Regulations.

16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance and use of the Communication Line and the use of the Premises.

16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "Safety Orientation") within one year prior to entering upon the Premises.

Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "Rights") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Communication Line and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Communication Line in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body on the Premises. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section 17.2.

17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Communication Line which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.

17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions.

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or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18.2 LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE COMMUNICATION LINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.

19. Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 21 or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed by any governmental or quasi-governmental body upon the Communication Line or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "Improvements") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of Section 15, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below.

23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of Section 26 below, Licensor

Form 420; Rev.20150801

may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in Section 15.

23.2 Should Licensee not comply fully with the obligations of Section 17 regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.

23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 23 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party herefrom any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

23.5 Licensee agrees not to assert that termination of this License is a discontinuance in service that requires prior approval by the FCC and represents and warrants that it has redundant facilities that would allow it to continue the provision of service after termination of this License.

24. Surrender of the Premises.

24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

24.1.1 if so directed by Licensor in writing, remove the Improvements, the Communication Line and all appurtenances thereto, or, at the sole discretion of Licensor, appropriately decommission the Communication Line with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.

24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under Section 24.1 above (the "Restoration Obligations"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Communication Line and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to

Licensee, take and hold the Communication Line and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Communication Line and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Communication Line and the other Improvements to Licensor.

MISCELLANEOUS

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this Section 26 shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

26.2 For purposes of this Section 26, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**

26.3 Notwithstanding the provisions of Section 26.1 above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "Purported Assignment") to another party (a "Purported Transferee"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to comply with the provisions of Section 15 above concerning including but not limited to the obligation to comply with the provisions of Section 15 above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this Section 26 shall survive the expiration or earlier termination of this License.

27. **Notices.** Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors:
Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to:

BNSF Railway Company
2301 Lou Menk Drive GOB-3W
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee:

Village of Coal City
515 S. Broadway St.
Coal City, Illinois 60416

28. **Survival.** Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Communication Line and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.

29. **Recordation.** It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. **Applicable Law.** All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. **Severability.** To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. **Integration.** This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. **Joint and Several Liability.** If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. **Waiver.** The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. **Interpretation:**

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof",

"herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. **Counterparts.** This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

37. **Licensors' Representative.** Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.,
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155

By: _____

Title: _____

Date: _____

LICENSEE:

VILLAGE OF COAL CITY a Municipality

515 S. Broadway St.
Coal City, Illinois 60416

By: _____

Title: _____

Date: _____

Bartlett & West
Concerns/Comments:

HDD INSTALLATION HAS A MINIMUM DEPTH OF 10' UNDER THE TRACKS
RIGHT OF WAY IS IRREGULAR - I LABELED A DISTANCE AT A POINT PER RW MAP

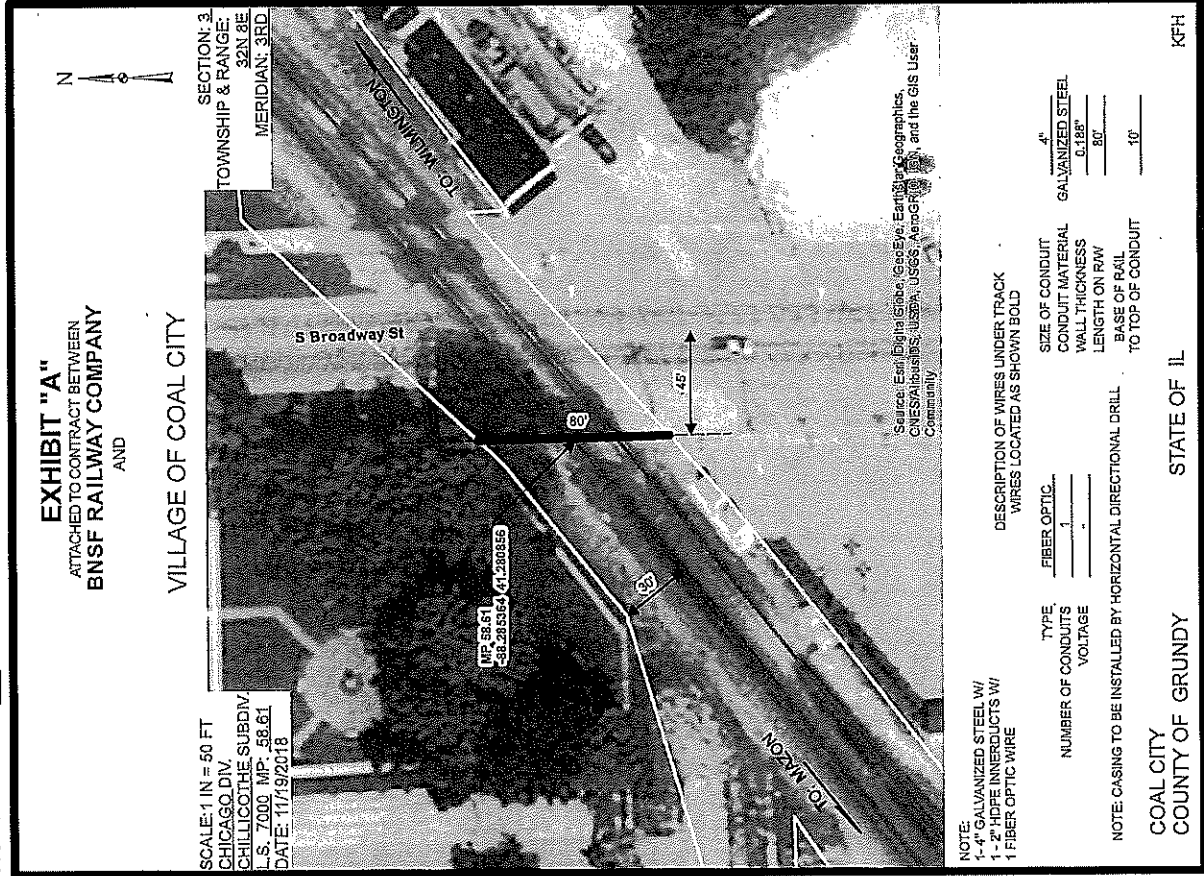
Tino Ramos
11/18/2018

KAREN HERRMANN
11/16/2018

Bartlett & West Preparer: _____
Bartlett & West Approval: _____

TRACKING NO. 18-61514

COORDINATE SYSTEM: ILE



DRAWING NO. 74152

MEMO

TO: President Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: December 12, 2018

RE: PAYMENT FOR BRANDT ON THE 5TH AVE STORM AND WATER IMPROVEMENTS

Attached is the recommendation for the first payout of the contract with Brandt Excavating for storm connections improvements and water connection improvements on Fifth Avenue. In addition to the original work that had been bid, additional storm improvements were added to allow a driveway to be relocated to assist with future potential quiet zone improvements.

This project was originally approved for the bid submittal of \$113,708 along with an approved change order of \$7,670. All of the work has been completed aside from reseeding that will need to occur this upcoming Spring. The amount recommended for payment is \$114,051.57 leaving a 5% retention of \$6,002.71 to be paid in 2019 after the final landscaping occurs.

Recommendation:

Approve a Payment of \$114,051.57 to Brandt Excavating for the Fifth Avenue Improvement Project.

November 30, 2018

Mayor Terry Halliday
Village of Coal City
515 South Broadway
Coal City, IL 60416

SUBJECT: Village Of Coal City
5Th Ave Storm Sewer
& Watermain Improvements
Pay Request #1

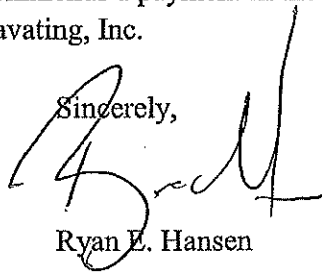
Dear Mayor Terry Halliday:

Chamlin & Associates, Inc. has reviewed and inspected the work by
Brandt Excavating, Inc. All work performed has been completed
in general compliance with Village standards and contract requirements.

Original Contract Amount:	\$	113,708.00
Approved Change Orders	\$	7,670.00
Completed Amount:	\$	120,054.28
Previous Payments:	\$	-
5% Retention	\$	6,002.71
	\$	<u>114,051.57</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of
\$114,051.57 be made to Brandt Excavating, Inc.

Sincerely,


Ryan E. Hansen

Enclosure

REH/hp

PERU OFFICE:

JAMES K. CLINARD, S.E., P.E. • MICHAEL W. PERRY, P.E. • KEVIN W. HEITZ, P.E., P.L.S.
DEAN A. CHALKEY, C.F.M. • DON W. BIXBY, P.E. • ADAM OSSOLA, S.E., P.E. • MICHAEL S. RICHETTA, P.L.S. • SCOTT M. SPAYER, P.L.S.

MORRIS OFFICE:

GUY R. CHRISTENSEN, P.E. • RYAN E. HANSEN, P.E. • RONALD L. BUETTNER, P.L.S.
TIMOTHY R. HEJNY, P.E. • CASEY J. McCOLLOM, P.E. • ROBERT T. SCHMUDE, P.E.

ENGINEER'S PAYMENT ESTIMATE

Estimate No. 1 Date DRAFT
Payable to: Brandt Excavating, Inc
365 Hoover Street
Morris, IL 60450

Client	Village of Coal City
	515 South Broadway, Coal City, IL 60416
Project	VILLAGE OF COAL CITY
	5TH AVE STORM SEWER
	& WATERMAIN IMPROVEMENTS

NO.	ITEMS	UNIT	AWARD		COMPLETED		
			QTY.	AMOUNT	QTY.	UNIT PRICE	TOTAL
1	PVC Storm Sewer (SDR-35), 12"	l.f.	916	\$ 57,708.00	1,003.0	\$63.00	\$ 63,189.00
2	Catch Basin Adjustment	Each	1	\$ 150.00	0.0	\$150.00	\$ -
3	Connection To Existing Catch Basin	Each	2	\$ 1,400.00	2.0	\$700.00	\$ 1,400.00
4	Manhole Type A, 4' Dia. W/ Ty. 1 Fr. & C.L.	Each	1	\$ 4,500.00	1.0	\$4,500.00	\$ 4,500.00
5	Inlet Type A, 2' Dia W/ Ty 1 Fr & Grate	Each	9	\$ 8,100.00	12.0	\$900.00	\$ 10,800.00
6	Metal Flared End Section, 12"	Each	1	\$ 200.00	1.0	\$200.00	\$ 200.00
7	Culvert Removal	l.f.	208	\$ 624.00	175.8	\$3.00	\$ 527.40
8	Trench Backfill	c.y.	193	\$ 6,176.00	224.0	\$32.00	\$ 7,168.00
9	Pavement Patching, Class D, 6"	s.y.	52	\$ 3,380.00	81.5	\$65.00	\$ 5,297.50
10	Aggregate Driveway Removal & Replacement	s.y.	22	\$ 220.00	15.5	\$10.00	\$ 155.00
11	HMA Driveway Removal & Replacement	s.y.	18	\$ 810.00	37.7	\$45.00	\$ 1,696.50
12	PCC Driveway Removal & Replacement	s.y.	40	\$ 3,400.00	42.2	\$85.00	\$ 3,587.00
13	PVC Watermain (C-900), 6"	l.f.	308	\$ 13,860.00	296.5	\$45.00	\$ 13,342.50
14	Connection To Existing Water Main	Each	2	\$ 1,600.00	2.0	\$800.00	\$ 1,600.00
15	Fire Hydrant w/ 6" Aux. Valve	Each	2	\$ 8,000.00	1.0	\$4,000.00	\$ 4,000.00
16	Fire Hydrant Removal	Each	2	\$ 400.00	2.0	\$200.00	\$ 400.00
17	Tree Removal	Unit Dia	54	\$ 2,430.00	0.0	\$45.00	\$ -
18	Final Grading And Shaping	l.s.	1	\$ 750.00	0.0	\$750.00	\$ -
X1	6" Auxiliary Valve	Each			1.0	\$950.00	\$ 950.00
X2	T&M - Unknown Water Service	l.s.			1.0	\$1,241.38	\$ 1,241.38
	Approved Change Order #1	l.s.		\$ 7,670.00			
TOTAL				\$ 121,378.00			\$ 120,054.28

Dated NOVEMBER 30, 2018
By Rail

CHAMLIN &
ASSOCIATES, INC.

Peru & Morris illinois

Total Value of Completed Work	\$	120,054.28
Deduct <u>5%</u> To Be Retained	\$	6,002.71
Balance on Completed Work	\$	114,051.57
Prev. Pay. Made to Contractor		
Net Amt. Due - This Estimate	\$	114,051.57

**VILLAGE OF COAL CITY
5TH AVENUE STORM SEWER & WATERMAIN IMPROVEMENT**

Change Order 1 - Estimate

Date: OCTOBER 31, 2018

By: Ryan Hanson

Item No	Item Description	Unit	Additional Quantity	Additional Amount
1	PVC Storm Sewer (SDR-35), 12"	l.f.	70	4,410.00
2	Catch Basin Adjustment	Each	0	0.00
3	Connection To Existing Catch Basin	Each	0	0.00
4	Manhole Type A, 4' Dia. W/ Ty. 1 Fr. & C.L.	Each	0	0.00
5	Inlet Type A, 2' Dia W/ Ty 1 Fr & Grate	Each	2	1,800.00
6	Metal Flared End Section, 12"	Each	0	0.00
7	Culvert Removal	l.f.	0	0.00
8	Trench Backfill	c.y.	30	960.00
9	Pavement Patching, Class D, 6"	s.y.	0	0.00
10	Aggregate Driveway Removal & Replacement	s.y.	0	0.00
11	HMA Driveway Removal & Replacement	s.y.	0	0.00
12	PCC Driveway Removal & Replacement	s.y.	0	0.00
13	PVC Watermain (C-900), 6"	l.f.	0	0.00
14	Connection To Existing Water Main	Each	0	0.00
15	Fire Hydrant w/ 6" Aux. Valve	Each	0	0.00
16	Fire Hydrant Removal	Each	0	0.00
17	Tree Removal	Unit Dia	0	0.00
18	Final Grading And Shaping	l.s.	1	500.00
TOTAL CHANGE ORDER #1				7,670.00

JOB NAME: Hit Waker Service

Fax (815) 942-4429

WORK
ORDER
NO. _____

LABOR	S.T.	O.T.	Rate	CLASS	AMOUNT	QTY.	EQUIPMENT	HRS.	RATE	AMOUNT
LA	1.5		94. ⁸⁰		142 20	1	truck	1.5	28 ⁻	42 60
LA	1.5		94. ⁸⁰		142 20	1	315	1.5	112 ⁻	168 00
LA	1.5		94. ⁸⁰		142 20	1	Loader	1.5	113 ⁻	169 50
OP	1.5		107. ⁶²		161 43					
OP	1.5		107. ⁶²		161 43					
					749 46					
			15	65	112 42					
			\$		861 88				\$	379 50

[illegible]

Coal City Police Department
Weekly Summary of Activities
Thursday 11-15-18 – Wednesday 11-21-18

During this period, there were 48 calls for service, 16 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

11-15-18 at 1:15 PM, police responded to the police department for a harassment by telephone complaint. The complainant stated he was fired from his job and his ex-boss was calling and texting him in a harassing manner. Police were unable to reach the offender by telephone and advised the complainant to block his number.

11-17-18 at 9:39 PM, police responded to a W. Elm St. for a domestic disturbance call. The complainant stated his wife along with another intoxicated female was trying to leave the residence with 2 children in the vehicle. The complainant went on to explain he was blocking her with his vehicle preventing her from leaving the scene. Police were able to resolve this incident when another driver arrived and agreed to provide them with a ride.

11-21-18 at 6:42 AM, police responded to an E. 1st St. residence for a domestic disturbance call. The complainant stated he was trying to wake up his ex-girlfriends 14 year-old daughter to go to work with him since there was no school. That is when they were involved in a verbal agreement and she became out of control and bit his hand. The 14 year-old initially did not want to leave with her mother but later agreed to go with her.

Arrest Incidents

Speeding	2
Expired Registration	2
Failure to Yield	1

Coal City Police Department
Weekly Summary of Activities
Thursday 11-22-18 – Wednesday 11-28-18

During this period, there were 54 calls for service, 14 verbal warnings and 1 assist Grundy County Sheriff's Dept.

Significant Incidents

11-25-18 at 5:22 PM, police responded to an E. Chestnut St. for a vehicle taken without permission. The complainant stated his adult son was staying with them but was not allowed to drive any of the vehicles. He left the residence and upon his arrival back noticed his 2013 Chevy and his adult son was gone from the residence. The complainant completed a vehicle theft report and the vehicle information was entered into L.E.A.D.S. Police are continuing to investigate this incident.

11-27-18 at 9:34 PM, police responded to a Coal City business for a domestic disturbance call. The complainant stated she & her husband was arguing when he left the establishment in his vehicle. The complainant was quite upset and due to her being intoxicated she was transported to a friend who advised she would get her home.

Arrest Incidents

Suspended D.L.	1
Speeding	2
Disorderly Conduct	1
Expired Registration	2
Domestic Battery	1

2018 Total Calls

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark	12	29	22	2	22	7	6	17	5	2	7		131
Dillon	74	98	119	70	90	75	55	43	52	62	26		764
Harseim	62	64	63	39	47	32	37	49	45	53	57		548
Imhof	118	109	124	135	119	130	65	90	115		36		1041
Jones	110	49	101	106	48	135	153	136	85	100	80		1103
Kasher	134	58	184	90	67	34	95	85	87	87	125		1046
Logan	41	131	30	59	55	26	38	17	9	8	36		450
Moran	92	25	110	88	38	62	33	36	48	72	73		677
Roth					90	146	116	136	135	133	141		897
Briley													
Butterfield			5			4				4			13
Paquette											4		4
Roach			5	10					1	4			20
Shugart	29	36	33	63	39	45	60	50	63	59	48		525
Total	672	599	796	662	615	696	658	659	645	584	633		7219

2018 Calls Requiring a Report

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark	5	21	13	1	14	3	4	14	3	2	4		84
Dillon	18	25	24	19	30	19	20	26	33	41	15		270
Harseim	41	31	35	25	24	20	20	27	25	35	35		318
Imhof	42	56	63	58	55	68	36	50	29	20	21		498
Jones	61	24	51	57	27	56	75	55	33	34	39		512
Kasher	25	33	57	33	23	13	46	49	34	22	33		368
Logan	22	19	20	35	28	16	21	13	8	5	25		212
Moran	26	11	23	22	19	33	21	18	32	36	24		265
Roth					28	47	53	52	61	48	35		324
Briley			3										3
Butterfield			1							3			4
Paquette											3		3
Roach			4	6		2				2			14
Shugart	24	29	17	31	23	32	31	26	37	30	27		307
Total	264	249	311	287	271	309	327	330	295	278	261		3182

2018 Dispatched Calls

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark	1	9	3		9	1	2	4	3		2		34
Dillon	19	18	17	20	22	17	14	22	24	39	7		219
Harseim	28	16	23	14	10	17	13	21	19	20	22		203
Imhof	41	37	43	40	49	47	30	39	36	9	3		374
Jones	36	17	37	33	15	36	38	55	32	29	32		360
Kasher	19	24	40	19	17	11	28	26	26	22	33		265
Logan	19	12	14	26	28	15	16	9	6	5	21		171
Moran	15	5	15	18	19	32	10	14	11	15	9		163
Roth					32	33	29	34	33	25	24		210
Briley			1										1
Butterfield						2				1			3
Paquette											3		3
Roach			1	4						3			8
Shugart	14	10	9	18	13	32	22	17	17	19	27		198
Total	192	148	203	192	214	243	202	241	207	187	183		2212

2018 Criminal Charges

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark													
Dillon	3		1	1									5
Harseim	2	2		1						1			6
Imhof	1	1	6	3	9	5	4	3	5	2			39
Jones	1	1	2	4	1	5		3			1		18
Kasher	3	4	3		1		3	1	1	1	3		20
Logan	1								3				4
Moran	2	1	1	1		2	3	2		2	1		15
Roth					2	3	1	1	2	2	2		13
Briley													
Butterfield													
Paquette													
Roach													
Shugart							7						7
Total	13	9	13	10	13	15	18	10	11	8	7		127

2018 Traffic Citations

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark													
Dillon			1	1	1				2	3			8
Harseim	1	4						4					9
Imhof	15	13	24	28	10	22	12	16	16	9			165
Jones	27	11	18	27	14	24	45	28	16	17	13		240
Kasher		4	3	3		2				1	3		16
Logan		1		4		2							7
Moran	4			3	2	6	2		5	9	1		32
Roth					2	4	1	2	6	9	6		30
Briley													
Butterfield													
Paquette													
Roach					1								1
Shugart			1										1
Total	47	34	47	67	28	60	60	50	45	48	23		509

2018 Traffic Crashes

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark		1						1					2
Dillon	1	3	2					1	3	4	1		15
Harseim	2	1						3					6
Imhof	3	1		1	1	4	2	5			1		18
Jones	1	2		4	1	4	1	2	3	3	1		22
Logan	2	3	1					2	1	1	1		11
Moran			1		1			2					4
Kasher			1	1					1				3
Roth					2	1	2	1	1		2		9
Briley													
Butterfield													
Paquette													
Roach													
Shugart		1									1		2
Total	9	12	5	6	5	9	5	17	9	8	7		92

2018 D.U.I.

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark													
Dillon													
Harseim		1											1
Imhof			1				1	1					3
Jones													
Kasher		1	1								1		3
Logan													
Moran													
Roth													
Briley													
Butterfield													
Paquette													
Roach													
Shugart													0
Total	0	2	2	0	0	0	1	1	0	0	1		7

2018 P-Tickets

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark	1												1
Dillon					1								1
Harseim	1	1											2
Imhof	4	1			3	2		5	1				16
Jones	1	1	1				1	2	2	1	2		11
Kasher		4			1		1		1	2		1	10
Logan													
Moran	2		2				4	1	1				10
Roth								1	2		2		5
Briley													
Butterfield													
Paquette													
Roach													
Shugart													
Total	9	7	3	5	2	2	11	6	6	4	1		56

2018 Verbal Warnings

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark				1	1	1	1	1					5
Dillon	3	1	1	7	7	4	4	1	7	3	5		43
Harseim	1	2	5			1	4			1	4		18
Imhof	19	23	23	27	17	31	14	16	12	12			194
Jones	32	9	24	34	13	47	50	45	24	38	22		338
Kasher	5	3	10	2	1	2	9	2	5	11	5		55
Logan	5		3	7	7	2	3		1				28
Moran	2		1	11	2	3			2	5	1		27
Roth					20	23	34	25	16	20	34		172
Briley													
Butterfield			2										2
Paquette													
Roach				1					1				2
Shugart				1			1		2				4