

Folder No. 3065-00
Union Pacific Railroad Company
1400 Douglas Street STOP 1690
Omaha, Nebraska 68179-1690

Article VII. CHOICE OF FORUM.

Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the States of Nebraska and Texas only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article VIII. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

Article IX. ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad One Thousand Dollars (\$1,000.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

Article X. CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad

Article XI. EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Jason Murray

_____ (Contractor Name)

By _____

Name: _____

Title: _____

Telephone: _____

Email: _____

PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING



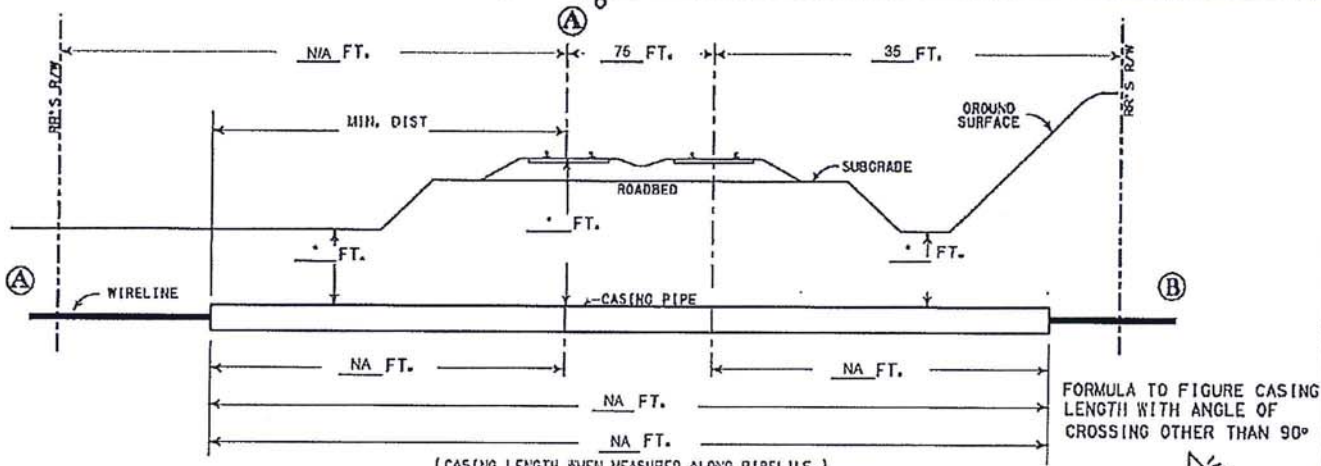
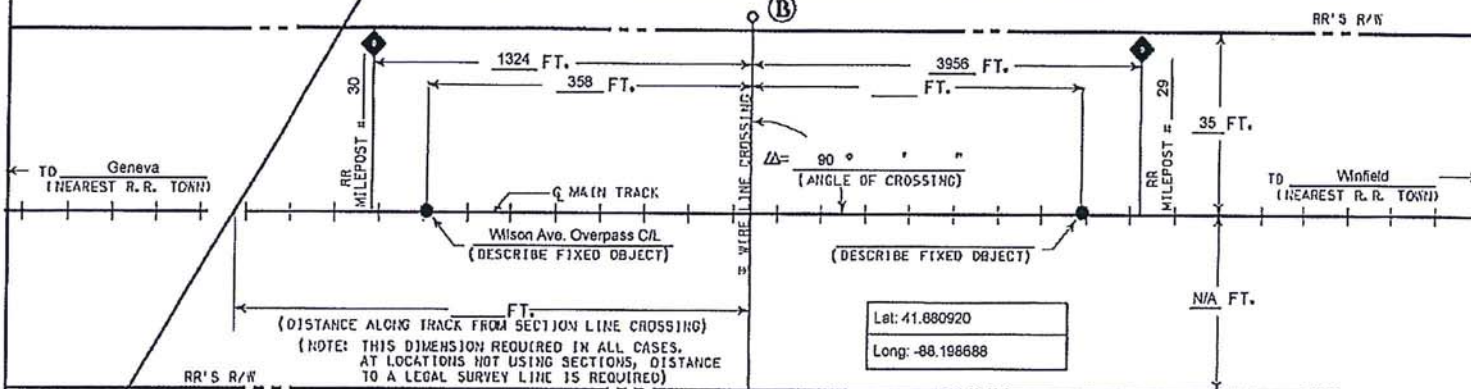
UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-F
REV 10-26-2007
www.uprr.com
NO SCALE

(OR LEGAL SURVEY LINE, WHERE APPLICABLE)
LINE SECTION _____, TOWNSHIP _____, RANGE _____, MERIDIAN _____



NOTES 1
*Wiring and cameras to be placed within 64" Metra pedestrian tunnel running beneath and perpendicular to UPRR track. Said tunnel is within UPRR.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°

$$\frac{B}{\sin \Delta} = \frac{B}{\sin \Delta} \Rightarrow \text{CASING LENGTH} = \frac{B}{\sin \Delta}$$

MIN. DIST. TRACK Δ

- A) TYPE WIRELINE CROSSING: CAT5, 120 VOLT 12 GAUGE
- B) VOLTAGE TO BE CARRIED UNDER TRACK 120 NO. OF WIRES 4
- C) CASING TYPE TO BE INSTALLED 3/4" RIGID PIPE
- D) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
(WET BORE NOT PERMITTED); ATTACHING TO TUNNEL WALLS / CEILING
- E) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK N/A
(30' MIN.)
- F) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE) N/A
- G) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATIONS DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE DOES NOT EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. _____

EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Geneva Sub.
(SUBDIVISION)

M. P. 29.75 E. S. 1577+64 ±

UNDERGROUND WIRELINE CROSSING

WEST CHICAGO DU PAGE IL
(NEAREST RR STATION) (COUNTY) (STATE)

FOR CITY OF WEST CHICAGO

(APPLICANT)

RR FILE NO. 3065-00 DATE 1/17/2018

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE 1-800-336-9193

**EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that

period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.

EXHIBIT C
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

(a) Union Pacific Railroad Company

**Insurance Provisions For
Contractor's Right of Entry Agreement**

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the insurance coverage listed below.

Before commencing any work, the Contractor will provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to the Exhibit C of this Agreement in a policy which contains the following type of endorsement:

"Union Pacific Railroad Company is named as additional insured with respect to all liabilities arising out of Insured's, as Licensee, performance of any work on the property of the Railroad."

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

- Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excel workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. Railroad Protective Liability insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. Pollution Liability insurance. Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

(i) Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to

Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will 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 from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

100 feet of a locomotive or roadway/work equipment
15 feet of power operated tools
150 feet of jet blowers or pile drivers

150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

CITY OF WEST CHICAGO

CITY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

**Funding Agreement - Mexican Independence Day
Mexican Cultural Center DuPage**

AGENDA ITEM NUMBER: 8. I.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: N/A
COUNCIL AGENDA DATE: April 16, 2018

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

As in 2017, the Mexican Cultural Center (MCC) seeks approval for a proposed Mexican Independence Day (MID) Festival this year. The event is a two-day festival planned for September 15–16, 2018.

The 2018 Agreement (attached as Exhibit A) has been updated from 2017 to provide more comprehensive and specific terms of performance that will be required of the MCC. The MCC is responsible for all aspects of planning, organizing, and managing the event.

The City will provide financial support of \$12,000 to be paid in installments, in order to help cover the cost of Festival activities and the MCC's role in producing the Festival for community-wide benefit. Funds will be released so long as the submittal requirements have been met. The City will also equally match the amount of cash donations the MCC raises in excess of \$2,000, with the City's matched contribution to not exceed \$8,000. The City's maximum total contribution to the MCC shall not exceed \$20,000.

The City will also provide in-kind services (primarily including Public Works and Police assistance) for this event.

ACTIONS PROPOSED:

Staff recommends approval of Resolution No. 18-R-0030.

COMMITTEE RECOMMENDATION:

This item did not go before the Public Affairs Committee for consideration in order to accommodate the MCC's request of the City to expedite the review process. This item has been reviewed and approved by the Community Development Department. Chairman Chassee has approved this item to go directly to City Council.

RESOLUTION NO. 18-R-0030

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FUNDING AGREEMENT WITH THE MEXICAN CULTURAL CENTER TO SUPPORT THE 2018 MEXICAN INDEPENDENCE DAY EVENT

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled that the Mayor is hereby authorized to execute a Funding Agreement to support the 2018 Mexican Independence Day Event between the City of West Chicago and the Mexican Cultural Center, in substantially the form attached hereto, and incorporated herein as Exhibit "A".

APPROVED this 16th day of April 2018.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor

ATTEST:

City Clerk

Exhibit A
Funding Agreement for Mexican Independence
Day Festival

This funding agreement (hereinafter referred to as "Agreement") is made and entered into on the 16th day of April 2018 by and between the Mexican Cultural Center (hereinafter referred to as "MCC") and the City of West Chicago, (hereinafter referred to as "City").

1. In consideration of the covenants and agreements hereinafter contained, as well as other good and valuable considerations, the MCC and the City hereby agree that the MCC is an independent entity with respect to the City and agrees to perform all services to create, plan, develop and execute the Mexican Independence Day Festival on September 15-16, 2018, (hereinafter referred to as "Festival") and that the City will provide a designated amount of financial support for such Festival. The MCC has no authority or power to incur debts, obligations or commitments of any kind whatsoever for or on behalf of the City or to bind the City to any contract, agreement or employment agreement.
2. The MCC will be responsible for producing the Festival within the Downtown Tax Increment Financing (TIF) District. This will include, but is not limited to, accomplishing the following tasks and purveyance of services:
 - A. The MCC will serve as the lead event planner and execute the following duties:
 1. Plan, organize and supervise the Festival, making arrangements for the Festival site, negotiate contracts with responsible independent contractors or vendors, apply for all permits and licenses, comply with all insurance requirements as defined in the Special Event Permit Application, and coordinate with City officials.
 2. Comply with the City's Municipal Code, ordinances, and Special Events Policy in effect at the time this Agreement becomes fully executed, including the posting of signs in conformance with the City's regulations regarding concealed carry at special events¹.
 3. Solicit volunteers and vendors as needed.
 4. Undertake additional fundraising efforts.
 5. Ensure at least one supervisor attends and supervises the entire Festival.
 6. Pay all contractual obligations associated with the Festival and obtain all required licenses and deposits.

¹ Should a higher level of government mandate any new laws that the City is required to enforce and should the City Council approve a new law that does not specifically deal with festivals but rather improves and addresses the health, safety and welfare of West Chicago residents and its visitors, then the MCC shall be obligated to comply.

7. Ensure that the Festival does not open to the public until: all applicable permits are obtained; all approvals are granted; all insurance requirements are satisfied; and all posting of signs is fulfilled.
 8. Ensure that the Festival area is maintained in a clean and sanitary condition during the Festival, and that proper cleanup is completed after the Festival in order to return City property to its original condition. This shall include, but is not limited to, prompt removal of animal waste from festival grounds or the parade route by MCC staff or hired contractor.
- B. The MCC shall promote the Festival through at least three external media channels. Promotional efforts for each media source shall be detailed in the post-event report to include the name of each media source, copy of the advertisement, length of promotion, and a summary of reach, if available. The MCC shall also promote the Festival through its organizational website and social media platforms.
 - C. The MCC shall recognize the City in any and all marketing, promotional and social media materials as a primary contributor and sponsor of the Festival.
 - D. There shall be no entrance fee for the Festival. There will neither be a carnival nor fireworks at the Festival. Alcohol shall neither be served nor permitted at the Festival.
 - E. The MCC shall offer to all businesses in the Downtown TIF District an opportunity to be vendors of or participants in the Festival. Such businesses shall be given priority over businesses not within the Downtown TIF District. At the MCC's request, the City will provide the MCC with a current list of businesses registered within the Downtown TIF District. Not less than 14 days prior to the Festival, the MCC will provide the Special Events Coordinator with a copy of the written communication(s) used to invite downtown businesses to participate in the Festival, along with a list of those confirmed. This list shall include a brief description of each business's manner of participation. This list will be included as an addendum to the Special Event Permit Application and with the MCC's final written report.
 - F. The MCC shall provide adequate safety and security throughout the Festival duration. As such, the MCC shall ensure that all horses at the Festival, whether they are part of the parade or other activities, shall be separated from the general public by means of barricades or a distance of at least 10 feet. Additionally, MCC will contract to have onsite overnight security between the days of September 15 and September 16, 2018. The MCC shall submit a copy of the security contract to the City's Special Events Coordinator not less than 14 days prior to the Festival. The contract shall outline the expectations of the hired security personnel in

order to address how problematic situations such as theft, physical altercations, and/or trespassing will be handled. Name and contact information of security personnel shall also be provided.

3. The City's responsibilities are limited to the following:
 - A. The City will provide financial support of \$12,000 to be paid in installments, in order to help cover the cost of Festival activities and the MCC's role in producing the Festival for community-wide benefit. Funds will be released so long as the submittal requirements have been met.
 1. The City agrees to pay the MCC (or its designee, as specified in writing) \$4,000 by the end of the week following the April 16, 2018 City Council meeting as seed money for contractual obligations directly related to the Festival.
 2. The City agrees to pay the MCC (or its designee, as specified in writing) \$4,000 for contractual obligations directly related to the Festival by the end of the week following the May 7, 2018 City Council meeting.
 3. The City agrees to pay the MCC (or its designee, as specified in writing) \$3,500 for contractual obligations directly related to the Festival by the end of the week following the June 4, 2018 City Council meeting.
 4. The City agrees to pay the MCC (or its designee, as specified in writing) the final \$500 in consideration of all contractual requirements being met.
 - B. The City will equally match the amount of cash donations the MCC raises in excess of \$2,000, with the City's matched contribution to not exceed \$8,000. The City's maximum total contribution to the MCC shall not exceed \$20,000.
 1. The MCC shall submit a copy of acknowledgment of cash donations received to support the Festival.
 2. The MCC shall be paid the equivalent of the submitted receipt totals, once the \$2,000 minimum has been received by the MCC and then verified by the City.
 3. The MCC will be paid no later than 30 days of the City receiving a complete and satisfactory submittal.
 - C. The MCC shall provide the City copies of all invoices, receipts and checks to vendors for the expense receipts of not less than \$12,000 in addition to the total amount of cash contributions provided by the City match. These items shall be submitted with the MCC's final written report which shall include a summary financial report as outlined in Section 4.E.
 - D. The MCC shall make its final appearance at the November 26, 2018 Public Affairs Committee meeting to present the final written report.
 - E. Should any submittal deadline not be met and/or should the information submitted be deemed incomplete, the City will withhold

payment until the submittal is satisfactory. The MCC will be paid within 30 days of the City receiving complete and satisfactory submittals.

- F. The City will provide the following in-kind services with approval of the City Administrator:
1. Public Works Department employees will assist with Festival set-up, arrange for a dumpster from Groot Industries at no cost to MCC, ensure water hook-up, and provide Festival banner and 'papel picado' (perforated banner sign) installation along downtown light posts three weeks prior to the event.
 2. Public Works Department employees shall provide barricades at the Festival entrances. The MCC may request additional barricades from the Public Works Department which will be provided if inventory is available and if Public Works can reasonably accommodate the request.
 3. Public Works staff will provide standard special event street cleanup assistance; not included is animal related waste or feed product disposal. The MCC is responsible for completing all other event-related cleanup before leaving the Festival site on September 16, 2018. If a cleanup project requires additional time and/or the hiring of an external contractor, the MCC must notify the Special Events Coordinator. The MCC must provide the Special Events Coordinator with details regarding the nature of the work to be done, the name and contact information of the person(s) scheduled to perform the work, and the expected timeline of completion. If the MCC is unable to complete the work in a manner deemed acceptable by City staff, the City will conduct the work and charge the MCC the applicable municipal rate.
 4. Police Department employees will provide staff and provide security during the hours of operation of the Festival. The City will not provide on-site overnight security.
 5. Community Development Department employees and/or City contractors will inspect the general layout of the site and conduct any other inspections deemed necessary once all Festival components are known. The site inspection shall take place at least one hour prior to the time the Festival is scheduled to open to the public. All event components requiring inspection shall be completely set up at the time of the scheduled inspection. At least one representative of the MCC shall be present during the entire inspection.
 6. Marketing and Communications Division staff will assist the MCC with the marketing of the Festival via the City's website, community calendar and newsletter; however, paid advertising will be the sole responsibility of the MCC. In order for City staff to provide marketing assistance, the MCC shall submit 2018 event-specific marketing materials to the City at least 60

days prior to the Festival. These materials may include, but are not limited to photos, graphics, logos, link to the event website, and links to social media event page(s). The MCC shall submit any new or additional marketing materials to the City no later than 30 days prior to the Festival. These materials may include, but are not limited to the entertainment schedule, tentative list of parade participants, tentative list of vendors, and programming updates. MCC will update the City as new parade participants and vendors are added on a weekly basis following the tentative list submission.

4. The MCC shall communicate progress and compliance with the terms of this Agreement at the request of the City. The MCC shall comply with the following coordination and submittal deadlines and all other submittal dates as indicated on the Special Event Permit Application.
 - A. May 11, 2018 – Submit Special Event Permit Application and required supporting documentation.
 - B. May – Attend an Application review meeting to be scheduled by the City after the Special Event Permit Application has been submitted.
 - C. June, July, & August 2018 - The MCC is required to attend at least three coordination meetings to be held with City officials in preparation of the Festival. The meetings shall be scheduled by the City after the Special Event Permit Application has been submitted. The City reserves the right to cancel the Festival by the third coordination meeting if the Agreement terms have not been satisfied or have not been adequately addressed. All monies provided by the City to MCC prior to any cancellation shall be repaid in accordance with Section 12 of this Agreement.
 - D. September 1, 2018 – Not less than 14 days prior to the Festival, the MCC shall provide written notice, via hand-delivery and/or U.S. Mail, to all residents, business tenants, and property owners in the Turner Junction Historic District where the Festival will take place and along the parade route. At the MCC's request, the City will provide the MCC with a current list of addresses located within these defined areas. The MCC shall provide a written affidavit to the City confirming delivery of these notices no later than seven days prior to the Festival.
 - E. October 31, 2018 – Submit final draft of the post-Festival report. The report shall include a recap of the Festival and detail the logistical successes and challenges of the event. It shall also include the accounting of expenses related to the Festival, totaling not less than \$12,000 plus the total amount of the City's matched contributions as described in Section 3.B. All associated expenses shall be accompanied by copies of invoices, receipts, and verification of payments made to vendors.
5. If either party elects to enforce the provisions of this contract in a court of law, the venue shall be in the Circuit Court of DuPage

County. The successful party in any action to enforce the terms of this Agreement is entitled to reimbursement for its reasonable costs and attorney's fees.

6. The MCC agrees to maintain general liability insurance in amounts not less than \$2,000,000 aggregate and shall name the City of West Chicago and its respective officials, agents, employees and volunteers all as additional insureds under the policy. The MCC's insurance coverage shall be primary as respects the City and its respective officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City and its respective officials, employees, agents and volunteers shall be excess of the MCC's insurance and shall not contribute with it. The MCC shall ensure that the City receives original certificates of insurance and endorsements evidencing the existence of such coverage with its completed Special Event Permit Application, which shall be continued during any periods in which this Agreement is in force.
7. The MCC hereby agrees to indemnify and hold harmless the City and its directors, officers, agents and employees from and against any and all claims, demands, actions, causes of action and other liabilities and expenses, including but not limited to attorney's fees, arising out of or in connection with the Festival, including but not limited to any such claims that may be asserted by any employees and/or volunteers of the MCC, any contractor, vendor or other service provider for the Festival. This indemnification provision shall survive the term of this Agreement or any cancellation or abandonment of the terms and conditions contemplated herein.
8. The MCC is responsible for obtaining, verifying and retaining all vendor and participant Certificates of Insurance and waivers when applicable.
9. The MCC hereby agrees that any and all work conducted at the Festival site shall be performed in accordance with all applicable laws of the City to provide a safe working environment for the Festival workers, volunteers and general public. Any insurance or self-insurance maintained by the City and its respective officials, employees, agents and volunteers shall be excess of any vendor's insurance and shall not contribute with it. The MCC is responsible for ensuring that all insurance requirements are met, and all required documentation is provided to the City.
10. If necessary, the MCC hereby grants the City permission to communicate directly with its insurance company to ensure that the Certificate of Insurance and the endorsements comply with the terms of this Agreement, the Special Events Policy, and the City's Municipal Code.
11. Neither this Agreement nor any interest herein, or claim hereunder, shall be assigned or transferred by either the City or the MCC.
12. Should the MCC fail to comply with the terms of this Agreement, all monies provided and not accounted for in expenditures towards the

planning of the Festival by the City shall be returned to it within 60 days of the written notice of the termination of this Agreement. The Festival may be cancelled by mutual written agreement of both Parties as a result of weather or another force majeure event; in this instance, no repayment to the City is required.

13. There remain from a previous event sponsored by the MCC, 28 tires (24 with cement and post stubs) on City property behind 128 McConnell Avenue. MCC shall remove or otherwise dispose of these tires prior to receiving any payment by the City as detailed in this Agreement. At the written direction of and acknowledgment by the MCC that it will be financially responsible for the costs, the City will remove the cement and post stubs from the 24 tires, and dispose of all tires and cement/post stubs; the cost of all labor and removal (estimated at \$2,000) shall be deducted from the City's second payment as detailed in Section 3.A.2. of this Agreement, said amount not to be recouped in any manner by MCC.

CITY OF WEST CHICAGO

MEXICAN CULTURAL CENTER

By: _____
Name: Ruben Pineda
Title: Mayor

By: _____
Name: Fernando Ramirez
Title: President

Date: _____

Date: _____

Attest:

Attest:

By: _____
Name: Nancy Smith
Title: City Clerk

By: _____
Name:
Title:

CITY OF WEST CHICAGO

CITY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

Plat of Easement for Floodplain Preservation
1717 Harvester Rd.
West Chicago Industrial Center Resubdivision

Res. 18-R-0031

AGENDA ITEM NUMBER: 8.J.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: N/A

COUNCIL AGENDA DATE: April 16, 2018

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael Guttman **SIGNATURE** _____

ITEM SUMMARY:

In order to make the industrial building located at 1717 Harvester Road more marketable the building owners reconfigured the truck loading docks from inside the building docking to an outside the building docking configuration. The dock reconfiguration required the filling in of existing floodplain to add paved surface for truck maneuvering area. In order to obtain the required DuPage County Stormwater Permit to fill the existing floodplain areas, the building owner was required to compensate for the filled floodplain elsewhere on the site. The subject plat of easement provides for conservation of these areas and forbids any construction activities to take place within the easements.

ACTIONS PROPOSED:

Consideration of the requested plat of easement for floodplain preservation on the property located at 1717 Harvester Road.

COMMITTEE ACTION:

This item did not go before a Committee for consideration.

RESOLUTION NO. 18-R-0031

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PLAT OF
EASEMENT FOR FLOODPLAIN PRESERVATION AT
1717 HARVESTER ROAD – WEST CHICAGO INDUSTRIAL CENTER
RESUBDIVISION**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to accept a Plat of Easement for floodplain preservation located on the property at 1717 Harvester Rd., according to the plat prepared by Jacob & Heffner Assoc., consisting of one (1) sheet, with a final revision date of January 10, 2018 as attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16th day of April, 2018.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Nancy M. Smith, City Clerk

PLAT OF EASEMENT GRANT

OF PART OF LOT 32, EXCEPT THAT PART THEREOF LYING BETWEEN LOT 29 AND LOT 30 IN WEST CHICAGO INDUSTRIAL CENTER RESUBDIVISION, A SUBDIVISION OF PARTS OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 1983 AS DOCUMENT NO. R83-16724 AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED MARCH 30, 1983 AS DOCUMENT NO. R83-17509, IN DU PAGE COUNTY, ILLINOIS

STATE OF Illinois } OWNERS CERTIFICATE, GRANTOR
 COUNTY OF DuPage } 55

This is to certify that BEE Alpha Industrial Property Owner, LLC, is the owner of the property described herein and has caused the same to be plotted and recorded as indicated herein, for the use and purposes therein set forth, and does hereby acknowledge and admit the same under the state and title herein indicated.

Dated this 14th day of January, 2014.

OWNER ADDRESS:
 BEE Alpha Industrial Property Owner, LLC
 222 S. Riverside Plaza, Suite 2000
 Chicago, IL 60606

By: Thomas J. Hennessey [Signature]
 (printed name)
 Vice President - Chief Agent

STATE OF Ill } CERTIFICATE OF NOTARY
 COUNTY OF DuPage } 55

I, John W. Hines, hereby certify that the person(s)/corporation(s) whose names are subscribed to the foregoing certificate are known to me as such name(s).

GIVEN under my Hand and Notary Seal
 this 14th day of January, 2014.

John W. Hines [Signature]
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES _____

CITY OF WEST CHICAGO MAYOR AND CITY COUNCIL APPROVAL CERTIFICATE, GRANTEE

STATE OF ILLINOIS } 55
 COUNTY OF DU PAGE } 55

MAYOR AND CITY COUNCIL, COUNCIL OF THE CITY OF WEST CHICAGO, COUNTY OF DU PAGE, STATE OF ILLINOIS, HEREBY CERTIFY THAT THE CITY COUNCIL HAS DULY APPROVED THIS PLAT OF EASEMENT GRANT ATTACHED HERETO BY RESOLUTION NO. _____ DULY AUTHENTICATED AS PASSED THIS _____ DAY OF _____, 2014.

WATER _____
 ATTEST _____
 CITY CLERK _____

FLOODPLAIN EASEMENT PROVISIONS

FOR THE PURPOSE OF CONSERVING FLOODPLAIN AREAS FOR THE BENEFIT OF THE PROPERTY AND THE PUBLIC GENERALLY, THE FOLLOWING FLOODPLAIN EASEMENT PROVISIONS ARE HEREBY SECURED TO RUN WITH THE LAND AND BE BINDING UPON THE OWNER OF THE PROPERTY SHOWN ON THIS PLAT AND ITS SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

1. A FLOODPLAIN EASEMENT FOR FLOODPLAIN CONSERVATION IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF WEST CHICAGO AND ITS SUCCESSORS AND ASSIGNS JOINT AND SEVERALLY, IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON THE AREAS BOUNDED BY THE LOT LINES AND DOTTED LINES ON THIS PLAT AND INDICATED AS "FLOODPLAIN EASEMENT" FOR THE PURPOSES OF THIS PLAT. FLOODPLAIN CONSERVATION SHALL INCLUDE THE RIGHT, BUT NOT THE OBLIGATION, FROM TIME TO TIME, TO INSPECT, MAINTAIN, IMPROVE, AND/OR REPAIR FACILITIES AND APPURTENANCES THEREIN, IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON SUCH EASEMENT AREAS, AND TO ENTER UPON SAID EASEMENT AREAS FOR ALL SUCH PURPOSES.

2. SATISFYING THE FOREGOING, THE OWNERS OF EACH LOT UPON WHICH SAID EASEMENT AREAS ARE LOCATED, AND/OR THEIR SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, SHALL MAINTAIN SAID EASEMENT AREAS, AND ANY AND ALL ASSOCIATED FACILITIES AND APPURTENANCES THEREIN, LOCATED IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON SUCH LOT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF WEST CHICAGO. SAID OWNERS SHALL NOT:

A. PLACE DREZZED OR FILL MATERIAL, PLOW, WIRE, OR REMOVE TOPSOIL OR OTHER MATERIALS;

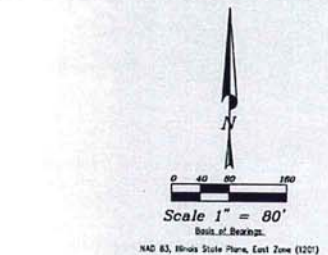
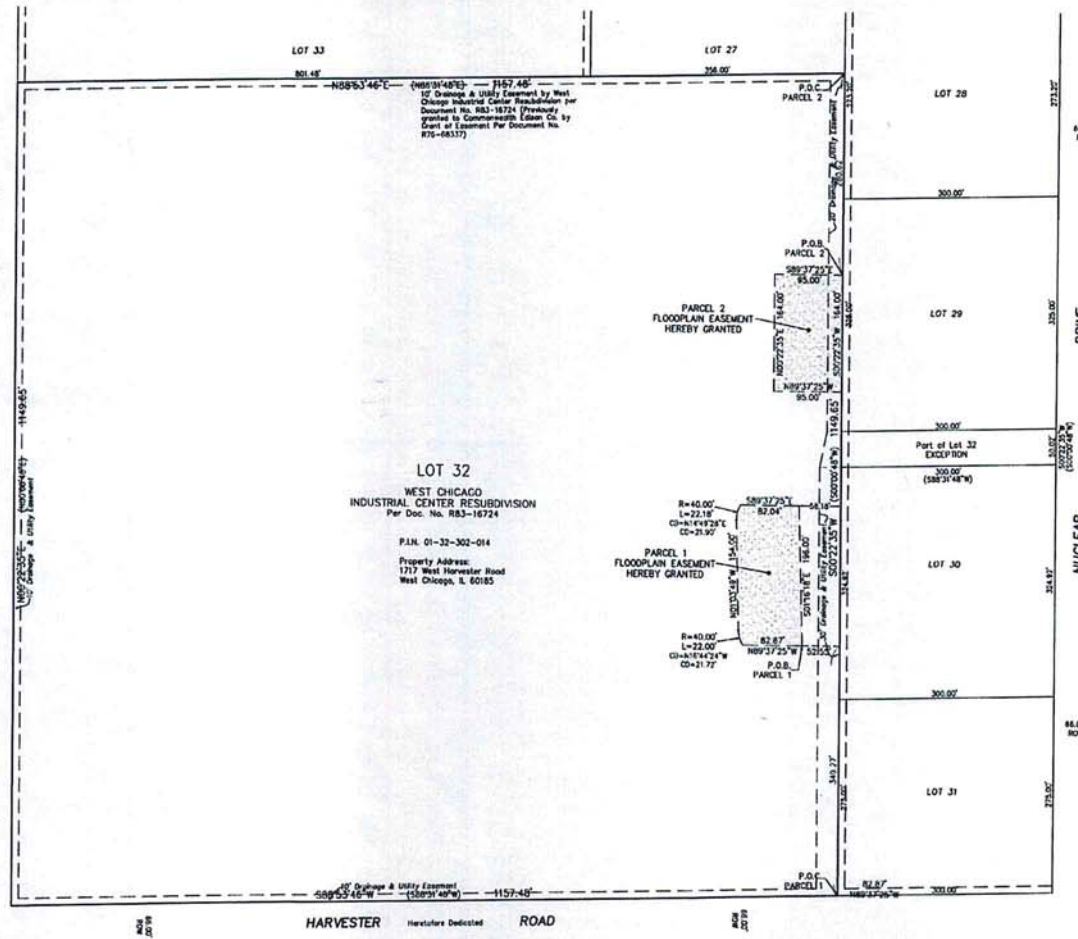
B. CONSTRUCT BUILDINGS OR OTHER STRUCTURES.

AS A MATTER OF RIGHT, BUT NOT OBLIGATION, THE CITY OF WEST CHICAGO IS HEREBY GRANTED THE RIGHT TO ENTER UPON SAID EASEMENT AREAS, PERFORM ANY SUCH MAINTENANCE AND/OR ABATE, CORRECT OR REMEDY ANY SUCH CONDITIONS OR ACTIONS IN OR ON SAID EASEMENT AREAS, AND ANY EXPENSES INCURRED BY THE CITY IN THE EXERCISE OF SAID RIGHT SHALL BE A LIEN UPON THE LOT WHEREIN SUCH MAINTENANCE IS PERFORMED AND/OR SUCH CONDITIONS OR ACTIONS ARE ABATED, CORRECTED OR REMEDIED.

BLACKHAWK DRIVE

JACOB & HEFNER
 ASSOCIATES
 1333 Butterfield Blvd., Suite 300, Downers Grove, IL 60515
 PHONE: (630) 652-4444, FAX: (630) 652-4444
 www.jacobandhefner.com
 Illinois Professional Design Firm
 License No. 184-060671 Exp. 6/30/19

Submitted by/return to:
 City of West Chicago
 475 Main Street
 West Chicago, IL 60185



FLOODPLAIN EASEMENT PARCEL 2

THAT PART OF LOT 32, EXCEPT THAT PART THEREOF LYING BETWEEN LOT 29 AND LOT 30 IN WEST CHICAGO INDUSTRIAL CENTER RESUBDIVISION, A SUBDIVISION OF PARTS OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 1983 AS DOCUMENT NO. R83-16724 AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED MARCH 30, 1983 AS DOCUMENT NO. R83-17509, IN DU PAGE COUNTY, ILLINOIS

DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 32; THENCE SOUTH 00 DEGREES 22 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 32, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 22 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 164.00 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 25 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 95.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 35 SECONDS EAST, A DISTANCE OF 164.00 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 95.00 FEET TO SAID POINT OF BEGINNING.

FLOODPLAIN EASEMENT PARCEL 1

THAT PART OF LOT 32, EXCEPT THAT PART THEREOF LYING BETWEEN LOT 29 AND LOT 30 IN WEST CHICAGO INDUSTRIAL CENTER RESUBDIVISION, A SUBDIVISION OF PARTS OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 1983 AS DOCUMENT NO. R83-16724 AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED MARCH 30, 1983 AS DOCUMENT NO. R83-17509, IN DU PAGE COUNTY, ILLINOIS

DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 32; THENCE NORTH 00 DEGREES 22 MINUTES 35 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 32, A DISTANCE OF 146.27 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 25 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 23.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 37 MINUTES 25 SECONDS WEST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 62.87 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 40.00 FEET AN ARC LENGTH OF 22.00 FEET AND A CHORD THAT BEARS NORTH 16 DEGREES 44 MINUTES 24 SECONDS WEST, 21.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 03 MINUTES 49 SECONDS WEST, A DISTANCE OF 184.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 45.00 FEET AN ARC LENGTH OF 23.88 FEET AND A CHORD THAT BEARS NORTH 14 DEGREES 48 MINUTES 28 SECONDS EAST, 24.90 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 82.00 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 18 SECONDS EAST, A DISTANCE OF 164.00 FEET TO SAID POINT OF BEGINNING.

DU PAGE COUNTY REORDERER'S CERTIFICATE

STATE OF ILLINOIS } 55
 COUNTY OF DU PAGE } 55

This instrument Number _____ was filed for record in the Recorder's Office of DuPage County, Illinois on the _____ day of _____, A.D. 2014, at _____ o'clock _____ and was recorded in Book of Plats on Page _____.

Recorder of Plats _____

Surveyor's Certificate

State of Illinois } 55
 County of DuPage } 55

I, Carl J. Cook, an Illinois Professional Land Surveyor, do hereby certify that I have prepared the above plat for the purpose of granting easements.

Dated this 14th day of August, A.D. 2014.

Carl J. Cook [Signature]
 Illinois Professional Land Surveyor No. 35-3543

Survey No.:	D 0 6 4 0
Ordered By:	Prologis
Description:	PLAT OF EASEMENT GRANT
Date Prepared:	August 13, 2014
Scale:	1" = 80'
Drawn By:	PLM/MLK
Checked By:	CM

Revised 01-10-18
 Revised 11-22-17
 Revised 10-31-14