



Agenda
Village of Glen Ellyn
Special Meeting
Tuesday, February 20, 2018
6:30 PM

Glen Ellyn Civic Center, Galligan Board Room

Village Board Meeting Procedures Statement

Visitors are most welcome to attend all meetings of the Village Board and can find copies of the Agenda on their chairs or online at www.glenellyn.org prior to the meeting. Meetings are taped and also televised on WideOpenWest Channel 6, AT&T Channel 99, and Comcast Cable Services Channel 10. Any individual with a disability requiring a reasonable accommodation in order to participate in a meeting should contact The Village of Glen Ellyn ADA Coordinator, 630-469-5000, at least five (5) business days in advance of the next scheduled meeting. All matters on the Agenda may be discussed, amended, and acted upon.

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Audience Participation

1. Open:

Members of the public are welcome to speak to any item *not* specifically listed on tonight's agenda for up to three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk. It is requested that, if possible, one spokesman for a group be appointed to present the views of the entire group. Speakers who are recognized are requested to step to a microphone and state their name, address and the group they are representing prior to addressing the Village Board.

E. Taylor Avenue Pedestrian Tunnel Project (Professional Engineer Daubert) (Trustee Enright)

1. Motion to authorize the Village Manager to negotiate and enter into a Multi-Use Pedestrian Underpass Agreement with the Union Pacific Railroad Company of Omaha, Nebraska for the Taylor Avenue Pedestrian Tunnel, subject to Village Attorney Review, in an amount not to exceed \$41,000, excluding Railroad Force Account Work which will be billed to the Village separately.
2. Approval of Ordinance No. 6580, An Ordinance Accepting a Temporary Construction Easement on Property Commonly Known as 741 Willis Street Glen Ellyn, IL 60137

F. Reminders

1. A Village Board Meeting is scheduled for Monday, February 26, 2018 at 7:00PM in the Galligan Board Room of the Glen Ellyn Civic Center.
2. A Village Board Meeting is scheduled for Monday, March 12, 2018 at 7:00PM in the Galligan Board Room of the Glen Ellyn Civic Center.

G. Adjournment



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 02/20/18 06:30 PM
Department: Public Works
Department Head: Julius Hansen
Category: Ordinance
Prepared By: Rich Daubert

SCHEDULED

ORDINANCE 6580

DOC ID: 3117

Motion to authorize the Village Manager to negotiate and enter into a Multi-Use Pedestrian Underpass Agreement with the Union Pacific Railroad Company of Omaha, Nebraska for the Taylor Avenue Pedestrian Tunnel, subject to Village Attorney Review, in an amount not to exceed \$41,000, excluding Railroad Force Account Work which will be billed to the Village separately.

Background

The Taylor Avenue Pedestrian Tunnel and Multi-Use Path will be constructed on multiple properties owned and maintained by different parties including the Village of Glen Ellyn, DuPage County, and the Union Pacific Railroad Company (UPRR). While none of the tunnel or path improvements will be located on the property, temporary use of a portion of the residential property located at 741 Willis Street is required to install the new tunnel under the UPRR West Line. An exhibit depicting the overall project plan and the respective property owners is attached to this memorandum for reference.

Subject

Given the Village does not directly control all of the aforementioned properties, permission will be needed from the various parties as follows:

Party	Type of Permission Needed
DuPage County	Highway Permit
Union Pacific Railroad	Multi-Use Pedestrian Underpass Agreement
741 Willis	Temporary Construction Easement

DuPage County Permission

The DuPage County Highway Permit has been applied for. Issuance of the permit is anticipated upon resolution of one final review comment and submittal of various contractor specific items upon award of the contract. No action is needed by the Village Board for this permission.

Union Pacific Railroad - Construction & Maintenance Agreement

In terms of the UPRR permissions required for the project, the Village will need to enter into a Multi-Use Pedestrian Underpass Agreement with the Union Pacific Railroad Company of Omaha, Nebraska. As noted previously, Staff requested the agreement from UPRR on several occasions dating back to September of 2017. However, UPRR would not commence drafting of the agreement until the project design was fully approved which occurred on December 21, 2017. UPRR provided the Village with a draft form of the agreement on Monday, January 22, 2018. Village legal and engineering staff reviewed the document and provided comments to UPRR and also forwarded the agreement and exhibits to IDOT for review. The most current form of the draft agreement is attached for reference. For the most part, the provisions are relatively standard in

terms of general construction requirements and liability clauses. While UPRR was originally requiring IDOT to be a third party to the agreement, they have rescinded that requirement based on information provided by Village staff and IDOT. A summary of the more significant provisions are as follows:

- 1) The agreement grants rights to the Village for the use of a portion of UPRR's property required on a temporary basis during construction of the Project as well as on a permanent basis for the existence/maintenance of the tunnel and path on UPRR property.
- 2) The agreement is in effect as of the effective date of the agreement and shall continue to be in full force and effect so long as the improvement remains on the Railroad's property.
- 3) The railroad may terminate the agreement if the Village does not commence construction on the project within 24 months of the effective date of the agreement.
- 4) Certain portions of the project, and future maintenance, will require that the railroad is present to control train traffic (flagging) and monitor the work. The Village is responsible for reimbursing the Railroad for all its costs in doing so using the Railroad's Standard Force Account Additive Rates.
- 5) The Village is responsible for owning, operating, and maintaining the tunnel and all its appurtenances.

The draft agreement exhibits are still under review by IDOT. Upon approval of the exhibits, the following steps need to occur:

- 1) Appraisal and Review Appraisal for the defined areas of UPRR property will be completed to determine the value (cost) for the use of UPRR's property.
- 2) The Appraisal and Review Appraisal will be sent to IDOT for review.
- 3) Upon IDOT providing approval of the Appraisal and Review Appraisal and giving permission to the Village to begin negotiations, an offer will be made to UPRR for the use of their property.
- 4) Upon the Village and UPRR completing negotiations and agreeing on the offer, the Agreement will be executed by both parties with the Village providing full payment for the agreed amount.
- 5) The Agreement and associated required documentation will be delivered to IDOT for review and approval.

It is emphasized that negotiation of the agreement has not yet commenced, nor can it until IDOT gives the Village permission to do so. However, in an effort to avoid any delays with getting the project to letting, staff is requesting that the Village Board authorize the Village Manager to negotiate and enter into the agreement.

Union Pacific Railroad has indicated its estimate of the value of the use of its property is no more than \$41,000 for both the temporary and permanent rights to use its property for the Project. However, staff emphasizes that this is only for the rights portion of the Agreement. Additional costs will be incurred for UPRR's efforts in the project, especially flagging costs which will be approximately \$1,300 per day of flagging required. Flagging will be required for each and every day in which the Contractor is working within the UPRR right-of-way. The current estimate for this

force account work is anticipated to be approximately \$104,000.

741 Willis Street - Temporary Construction Easement

A temporary construction easement is required from the owners of 741 Willis Street to install the tunnel and multi-use path. The project impacts two areas of the property as depicted in the attached plat of highways. In order to arrive at a fair value of compensation for the required temporary construction easement, the following steps were completed:

- 1) A plat of highways (easement) was prepared and submitted to IDOT for review and approval.
- 2) An Appraisal and Review Appraisal were completed to calculate the value of the temporary easement based on comparable property values in the area.
- 3) The Appraisal and Review Appraisal were submitted to IDOT for review and approval.
- 4) An independent Negotiator made contact with the property owner and negotiated the terms of the agreement.
- 5) The agreement terms were agreed upon and are being presented to the Village Board for consideration of approval. As with the UPRR C&M Agreement, the terms of the temporary easement at 741 Willis are fairly routine with the major provisions as follows:
 - I. The easement is in effect for two years following the commencement of construction.
 - II. The Village agrees to restore the property, as is reasonably possible, to its condition immediately prior to the commencement of construction as documented by the project team.
 - III. Certain landscaping features in the form of trees & shrubs shall be replaced if compromised by the work.
 - IV. While originally called for removal in the approved engineering plans, the Village shall attempt to avoid removal of a large (26" Diameter at Breast Height) Elm Tree located on the property line between the residence and UPRR Property.
 - V. Given a significant portion of the driveway for the residence was to be replaced under the contract, the balance of the driveway shall be removed and replaced (up to the garage).

Taking the above conditions into consideration, the agreed upon amount of reimbursement the Village shall provide the property owners for the temporary easement at 741 Willis Street is \$8,500.

Budget Impact (Include Funding Source)

Sufficient funding is available and allocated for the C&M Agreement and Temporary Easement in Capital Projects Fund Account 40000-580100-15009.

Strategic Plan Initiative (If Applicable)

This item aids in fulfilling the following Village of Glen Ellyn Strategic Plan Initiatives and Goals:

Strategic Issue I: INFRASTRUCTURE. Invest in infrastructure to meet key needs, including downtown access, Village facilities, storm water issues and technology improvement.

Goal #2: Construction of a pedestrian underpass on Taylor Ave. by December 2018

Recommendation/Action Requested

Staff recommends the following motions be made by the Village Board of Trustees at the February 20, 2018 Special Village Board Meeting:

1. Motion to authorize the Village Manager to negotiate and enter into a Multi-Use Pedestrian Underpass Agreement with the Union Pacific Railroad Company of Omaha, Nebraska for the Taylor Avenue Pedestrian Tunnel, subject to Village Attorney Review, in an amount not to exceed \$41,000, excluding Railroad Force Account Work which will be billed to the Village separately.
2. Motion to approve Ordinance Number _____ accepting a temporary construction easement for a not to exceed price of \$8,500 on property commonly known as 741 Willis Street in Glen Ellyn, Illinois, 60137.

Attachments

Overall Project Plan

Draft Multi-Use Pedestrian Underpass Agreement

741 Willis Street Easement Documents

Ordinance No. 6580**An Ordinance Accepting a Temporary Construction Easement on
Property Commonly Known as 741 Willis Street
Glen Ellyn, IL 60137**

Whereas, Christopher Stuart and Kristen Stuart (“Grantors”) are the owners of property commonly known as 741 Willis Street, Glen Ellyn, Illinois 60137 and described as follows:

LOT 1 IN BLOCK 2 IN WOODTHORP, GLEN ELLYN, A SUBDIVISION OF PART OF LOT 15 IN COUNTY CLERK’S THIRD ASSESSMENT DIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WOODTHORP, RECORDED JUNE 2, 1926, AS DOCUMENT NO. 214660, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-11-411-001

Whereas, the Village of Glen Ellyn (“Grantee”) owns and maintains public sidewalk throughout the Village including along the east side of Taylor Avenue between Walnut Street and Willis Street; and

Whereas, a portion of the aforementioned sidewalk extends through the existing Taylor Avenue Vehicular and Pedestrian Tunnel residing under the Union Pacific Railroad West Line; and

Whereas, the Village seeks to construct a separate pedestrian tunnel crossing of the UP-West Line, including construction of a multi-use path between Walnut Street and Willis Street, referred to as the Taylor Avenue Pedestrian Tunnel Project (“Project”); and

Whereas, the Project will allow for improved safety by separating pedestrians from vehicular traffic and by widening the existing underpass for vehicular use only; and

Whereas, construction of the Project requires temporary use of portions of the property

at 741 Willis Street; and

Whereas, it is in the best interests of the Village to obtain a temporary easement and to reimburse the property owners for use of the property to construction the Project; and

Whereas, a Temporary Easement (“Easement”) has been developed describing the rights and responsibilities of the Grantor and Grantee for the use of portions of the property at 741 Willis Street.

Now, Therefore, Be it Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

Section Two: The Temporary Construction Easement at 741 Willis Street, Glen Ellyn, IL and supporting documentation is attached hereto.

Section Three: The Village of Glen Ellyn as Grantee accepts the Easement from Grantors and will reimburse Grantors in the total amount of \$8,500 (eight thousand five hundred dollars).

Section Four: The Village Clerk is hereby authorized to cause this Ordinance and Easement to be recorded with the Recorder of Deeds of DuPage County.

Section Five: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20____.

Ordinance 6580

Meeting of February 20, 2018

Ayes:**Nays:****Absent:**

Approved by the Village President of the Village of Glen Ellyn, Illinois, this _____ day
of _____, 20____.

Village President of the Village
of Glen Ellyn, Illinois

Attest:

Village Clerk of the Village
of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the _____ day of _____, 20 ____ .)

ATTACHMENTS:

- TAPT Overall Project Plan (PDF)
- 2965-50 Pedestrian Crossing UPRR redline 2-7-2018 by RFD Marked Draft (PDF)
- 741 Willis Easement Documents (PDF)



UPRR Folder No.: 2965-50

UPRR Audit No.: _____

MULTI-USE PEDESTRIAN UNDERPASS AGREEMENT

Taylor Avenue Multi-Use Pedestrian Underpass– DOT No.
Railroad Mile Post 21.86– Geneva Subdivision
Glen Ellyn, Du Page County, Illinois

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690 ("Railroad") and the **VILLAGE OF GLEN ELLYN**, a municipal corporation or political subdivision of the State of Illinois to be addressed at 535 Duane Street, Glen Ellyn, IL 60137("Licensee").

RECITALS:

The Licensee desires to undertake as its project (the "Project") the construction of the new Taylor Avenue Multi-Use Pedestrian Underpass, (DOT No.), on, along, across and over Railroad's property and trackage at Railroad's Mile Post 21.86 on the Railroad's Geneva Subdivision at or near Glen Ellyn, Du Page County, Illinois (the "Crossing Area"). The Crossing Area is shown on the Railroad's Print marked **Exhibit A**. The portion of the Pedestrian Underpass located within the Crossing Area is the "Underpass".

The general profile of the Underpass is shown on the Detailed Plans collectively marked **Exhibit A-1**, attached hereto and hereby made a part hereof.

Prior to the start of construction, the Licensee and the State of Illinois Department of Transportation ("IDOT") will execute a Local Public Agency Agreement for Federal Participation. Pursuant to that agreement, IDOT will let the Project and award the construction contract. The Licensee shall oversee the Contractor's work. For the purpose of this agreement, the Contractor is defined in Article 6 below.

The Railroad and the Licensee are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**ARTICLE 1. EXHIBIT B**

The General Terms and Conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

ARTICLE 2 - RAILROAD GRANTS RIGHTS

A. For and in consideration of **(\$XX,XXX)** to be paid by the Licensee to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Licensee's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Licensee the right to construct, maintain and repair the Multi-Use Pedestrian Underpass within the Crossing Area.

B. For and in consideration of **(\$XX,XXX)**, the Railroad hereby grants to the Licensee temporary construction rights to use the portion of Railroad's property shown and described and shown on **Exhibits A-1**. The Licensee's use of such property shall be subject to the terms and conditions of this Agreement and the obligation of Licensee and its contractors to comply with such provisions. The temporary rights granted herein shall commence as of the effective date of this Agreement and continue for thirty-six (36) months, or until the Project has been completed, whichever occurs earlier.

ARTICLE 3. PLANS

- A. The Licensee, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Underpass layout specifications, cross sections and elevations, associated drainage, and other appurtenances.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. The Railroad's review and approval of the Plans will in no way relieve the Licensee or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Licensee or Contractor on the Plans is at the risk of the Licensee and Contractor.

ARTICLE 4. NON-RAILROAD IMPROVEMENTS

- A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non-Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Article 3. The Non-Railroad



Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non-Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non-Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non-Railroad Facilities to be abandoned in place or relocated on Railroad's property.

- B. Upon Railroad's approval of submitted Non-Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non-Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non-Railroad Facilities. Non-Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non-Railroad Facilities owner or operator, or before Railroad and Licensee mutually agree in writing to (i) deem the approved Non-Railroad Facilities plans and specifications to be Plans pursuant to Article 3B, (ii) deem the Non-Railroad Facilities part of the Bridge, and (iii) supplement this Agreement with terms and conditions covering the Non-Railroad Facilities.

ARTICLE 5. RAILROAD'S MINIMUM COORDINATION REQUIREMENTS

The Licensee, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Minimum Coordination Requirements that are described in **Exhibit C**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Licensee for this Project.

ARTICLE 6. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Licensee to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 7. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

- A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Licensee shall require the Contractor to:
- execute the Railroad's then current Contractor's Right of Entry Agreement
 - obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
 - provide such insurance policies, certificates, binders and/or endorsements to the Railroad.
- B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The Licensee confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before



commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

- C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

*Senior Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. 2965-50*

- D. If the Licensee's own employees will be performing any of the Project work, the Licensee may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 8. FEDERAL AID POLICY GUIDE

If the Licensee will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

ARTICLE 9. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Licensee agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

ARTICLE 10. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO LICENSEE; LICENSEE'S PAYMENT OF BILLS

- A. The work to be performed by the Railroad, at the Licensee's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated Date of Estimate, marked **Exhibit D**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is \$Estimate Fee.
- B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Licensee in the event the Licensee does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.
- C. The Licensee acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Licensee or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Licensee or the Contractor as determined by the Railroad and the Licensee. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Licensee agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.
- D. The Licensee agrees to reimburse the Railroad within thirty (30) days of its receipt of billing



from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

ARTICLE 11. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Licensee will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Licensee agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Licensee confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Licensee and not of the Railroad, and (ii) the Licensee shall not delegate any ARRA reporting responsibilities to the Railroad. The Licensee also confirms and acknowledges that (i) the Railroad shall provide to the Licensee the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Licensee to perform and complete the ARRA reporting documents. The Railroad confirms that the Licensee and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in **Exhibit B** of this Agreement.

ARTICLE 12. LIABILITY.

To the extent permitted by Illinois law, Licensee shall save, protect, defend, indemnify and hold harmless Railroad, and its respective affiliates, and their respective officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses, fines and penalties of whatsoever nature, including court costs and attorney's fees, arising from and growing out of any injury or death of persons whomsoever (including officers, agents and employees of Railroad or the Licensee and of any contractor as well as other persons) or loss of or damage to property whatsoever (including property of or in the custody of Railroad, the Licensee or any contractor as well as other property) except to the extent that any Loss is caused by the sole direct negligence of the Railroad. Licensee's obligation to indemnify shall accrue when such injury, death, loss or damage occurs or arises from the presence or use of the Multi-Use Pedestrian Underpass, or a breach of this Agreement.

ARTICLE 13. EFFECTIVE DATE; TERM; TERMINATION IF PROJECT DOES NOT COMMENCE

- A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Underpass remains on the Railroad's property.
- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Licensee in the event the Licensee does not commence construction on the portion



of the Project located on the Railroad's property within twenty four (24) months from the Effective Date.

- C. If the Agreement is terminated as provided above, or for any other reason, the Licensee shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

ARTICLE 14. ABANDONMENT.

If Licensee, its successors and assigns, shall abandon the Underpass, or any portion thereof, for the purpose set forth herein for a continuous period of twelve (12) months, then this Agreement and the rights granted herein shall cease automatically and terminate with respect to the portion of the Underpass so abandoned.

ARTICLE 15. TERMINATION; WAIVER OF BREACH; TERM.

- A. Railroad may terminate this Agreement by giving Licensee notice of termination if Licensee defaults under any obligation of Licensee under this license and, if after written notice is given by Railroad to Licensee specifying the default, Licensee fails either to immediately begin to cure the default, or to complete the cure expeditiously but in any event within thirty (30) days after the default notice is given. A waiver by Railroad of a breach of Licensee of any covenant or condition of this Agreement shall not impair the right of Railroad to avail itself of any subsequent breach thereof. If the Licensee shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Underpass and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad employees; and the Licensee will reimburse the Railroad for the expenses thereof.
- B. Railroad may also terminate this Agreement by giving written notice to Licensee if safety and operational needs of Railroad are materially affected or impaired by Licensee's use of the Underpass, and Railroad and Licensee cannot come to any mutual agreement or understanding as to how Licensee, at Licensee's sole cost and expense, will eliminate such material effect or impairment.
- C. This Agreement and the license and permission herein granted shall be effective as of the date first herein written, and shall remain in full force and effect until terminated as herein provided, or until the Underpass is abandoned as set forth in Article 10 below.
- D. The Licensee will surrender peaceable possession of the Crossing Area upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

ARTICLE 16. REMOVAL OF UNDERPASS UPON TERMINATION OR ABANDONMENT

Within ninety (90) days after termination of this Agreement or Licensee's abandonment of the Bridge, the Licensee, at its sole cost and expense, shall remove all of the Underpass and its improvements from the Railroad's right-of-way and restore the Property and such right-of-way to its



original condition, failing in which Railroad may perform such activities at the expense of Licensee.

ARTICLE 17. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Underpass shall not commence until Railroad and Licensee agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 18. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. Licensee shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Licensee.

ARTICLE 19. CONDITIONS TO BE MET BEFORE LICENSEE CAN COMMENCE WORK

Neither the Licensee nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and the Licensee have executed this Agreement.
- (ii) The Railroad has provided to the Licensee the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____

Daniel A. Leis
Senior Director – Real Estate

VILLAGE OF GLEN ELLYN

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

To Multi-Use Pedestrian Underpass Agreement

Cover Sheet for the
Railroad's Print

EXHIBIT A-1

To Multi-Use Pedestrian Underpass Agreement

Cover Sheet for the
Detailed Plans Showing the
General Profile of the Underpass

EXHIBIT B

To Multi-Use Pedestrian Underpass Agreement

Cover Sheet for the
General Terms and Conditions

**EXHIBIT B**

TO MULTI-USE PEDESTRIAN UNDERPASS AGREEMENT

GENERAL TERMS AND CONDITIONS**SECTION 1 - CONDITIONS AND COVENANTS**

- A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Licensee shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Licensee shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Licensee for the purpose of conveying electric power or communications incidental to the Licensee's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Licensee to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- B. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Licensee shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Licensee at its own expense settles with and obtains releases from such nonparties.
- C. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Bridge, provided that such attachments shall comply with Licensee's specifications and will not interfere with the Licensee's use of the Crossing Area.
- D. So far as it lawfully may do so, the Licensee will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Underpass.
- E. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Underpass and its appurtenances, or for the performance of any work in connection with the Project, the Licensee will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF BRIDGE

- A. The Licensee, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.
- B. Except as may be otherwise specifically provided herein, the Licensee, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Underpass and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences as designated by the Railroad. Upon completion of the Project, the Licensee shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.
- C. All construction work of the Licensee upon the Railroad's property (including, but not limited to, construction of the Underpass and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Minimum Coordination Requirements set forth in **Exhibit C** and other guidelines furnished by the Railroad.

- D. All construction work of the Licensee shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Licensee. The Licensee hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Licensee and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Licensee, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Licensee is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Licensee at the Licensee's own expense, or by the Railroad at the expense of the Licensee, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Licensee of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Licensee shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

- A. The Licensee, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Underpass, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Underpass, as well as all graffiti removal or over-painting involving the Underpass.
- B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Underpass.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Licensee that the work will be performed in a safe manner and in conformity with the following standards:

- A. **Definitions.** All references in this Agreement to the Licensee shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Licensee shall include work both within and outside of the Railroad's property.
- B. **Entry on to Railroad's Property by Licensee.** If the Licensee's employees need to enter Railroad's property in order to perform an inspection of the Underpass, minor maintenance or other activities, the Licensee shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Licensee, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Licensee's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Licensee's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.
- C. **Flagging.**
- (i) If the Licensee's employees need to enter Railroad's property as provided in Paragraph B above, the Licensee agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Licensee 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 thirty (30) day notice, the Railroad Representative will determine and inform Licensee whether a flagman need be present and whether Licensee 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 Licensee for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Licensee agrees that Licensee is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

- (ii) 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, Licensee shall pay on the basis of the new rates and charges.
- (iii) 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 Licensee 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, Licensee 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, Licensee 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 thirty (30) 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.

- D. **Compliance With Laws.** The Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.
- E. **No Interference or Delays.** The Licensee shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.
- F. **Supervision.** The Licensee, at its own expense, shall adequately police and supervise all work to be performed by the Licensee, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Licensee for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's

representatives, or by compliance by the Licensee with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Licensee will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

- G. **Suspension of Work.** If at any time the Licensee's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Licensee is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Licensee shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- H. **Removal of Debris.** The Licensee shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Licensee at the Licensee's own expense or by the Railroad at the expense of the Licensee. The Licensee shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- I. **Explosives.** The Licensee shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.
- J. **Excavation.** The Licensee shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Licensee shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Licensee, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Licensee in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.
- K. **Drainage.** The Licensee, at the Licensee's own expense, shall provide and maintain suitable facilities for draining the Bridge and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Licensee, at the Licensee's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Licensee, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Licensee shall not obstruct or interfere with existing ditches or drainage facilities.
- L. **Notice.** Before commencing any work, the Licensee shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.
- M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the 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. Licensee shall telephone the 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 the Railroad's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Licensee, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Licensee shall install adequate

temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Underpass has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Licensee for a period of three (3) years following the date of Railroad's last billing sent to Licensee.

SECTION 10 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Licensee and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Licensee shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Licensee and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

To Multi-Use Pedestrian Underpass Agreement

Cover Sheet for the
Railroad's Coordination Requirements

EXHIBIT C**TO MULTI-USE PEDESTRIAN UNDERPASS AGREEMENT****RAILROAD COORDINATION REQUIREMENTS****1.01 DEFINITIONS**

Agreement:	Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.
Agency:	Village of Glen Ellyn
AREMA:	American Railway Engineering and Maintenance-of-way Association
Contractor:	The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.
MUTCD:	Manual on Uniform Traffic Control Devices
Project:	Taylor Ave. Multi-Use Pedestrian Underpass
Railroad:	Union Pacific Railroad Company
Railroad Project Representative:	Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)
Railroad MTM Representative:	Railroad's Manager of Track Maintenance for this Project (see Section 1.03)
Requirements:	The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

Sean Collier, 312-496-4726

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

Fabian Graumann, 7080-649-5374

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

- A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.
- B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit Non-Railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.
- C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.
- D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

- A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.
- B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.
- C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

- A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C
- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
 - 1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.

2. **Absolute Work Window:** A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window.

Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as **Exhibit D**, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
1. Description of work to be done.
 2. The days and hours that work will be performed.
 3. The exact location of the work and proximity to the tracks.
 4. The type of window and amount of time requested.
 5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the



Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21) foot temporary vertical construction clearance defined in section 4.4.1.1 and twelve (12) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project

Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.
 - 2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 - 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 - 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.
- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS;CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with



requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".

- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$Daily Flagging Fee per day for an 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT D

To Multi-Use Pedestrian Underpass Agreement

Cover Sheet for the
Railroad's Material & Force Account Estimate

EXHIBIT E

To Multi-Use Pedestrian Underpass Agreement

Cover Sheet for the
Railroad's Form of
Contractor's Right of Entry Agreement

TEMPORARY CONSTRUCTION EASEMENT**(Village of Glen Ellyn/Christopher Stuart and Kristen Stuart)**

TO: Village of Glen Ellyn

FROM: Christopher Stuart and Kristen Stuart, Husband and Wife in Joint Tenancy (OWNER)

RE: Temporary Easement on property at 741 Willis Street, Glen Ellyn, Illinois

P.I.N.: 05-11-411-001

1. Christopher Stuart and Kristen Stuart (OWNER) convey and grant to the Village of Glen Ellyn (VGE) a temporary construction easement (the Easement).
2. The Easement affects the property legally presented on the attached Exhibit A (Plat of Highways) and Exhibit B (Parcel Legal Descriptions), both of which have been reviewed and approved by the Illinois Department of Transportation.
3. The Easement is over, under, and upon the Temporary Easement Area for purposes of construction of improvements and appurtenances deemed necessary by VGE to provide new pedestrian crossing under the Union Pacific Railroad (UPRR) West-Line, together with the right of access for personnel and equipment deemed necessary by VGE to accomplish such purposes.
4. This Easement remains in effect until two years after construction commences on the property legally described in attached Exhibit A, or upon completion of construction and restoration of the Temporary Easement Area, whichever first occurs.
5. VGE will restore the Temporary Easement Area, including all paved areas, as nearly as is reasonably possible to the condition existing prior to entry by VGE onto the Temporary Easement Area.
6. VGE shall indemnify, hold harmless and defend Christopher Stuart and Kristen Stuart (OWNER) from and against any and all claims, demands, costs, fees and causes of action for any injury to persons or damage to property connected with VGE's use of or entry upon the Temporary Easement Area.
7. All rights and privileges to the Temporary Easement Area run with the land.
8. VGE, through its contractors, will document surface conditions in the Temporary Easement Area via video-recording before work begins. A copy of the video documentation will be provided to the OWNER upon its completion.
9. It may be necessary to remove trees, brush, shrubs, weeds, etc. in the Temporary Easement Area. With respect to removal of decorative shrubs and/or trees having a diameter greater than six inches, VGE, at the Christopher Stuart and Kristen Stuart (OWNER'S) request, will replace such trees/decorative shrubs with nursery grade stock and in conformance with the selected landscaping of Christopher Stuart and Kristen Stuart.
10. The Intended Landscaping Plan for the 741 Willis Street Property is presented on the attached Exhibit C (January 31, 2018 – Meeting Memo).

11. The VGE and its Contractor will abide by the technical points agreed upon at the Easement Negotiation Meeting that was conducted on January 31, 2018. The meeting's participants included the Christopher Stuart and Edward Kalina. The minutes of that meeting is presented on the attached Exhibit C (January 31, 2018 – Meeting Memo).

IN WITNESS WHEREOF, Christopher Stuart and Kristen Stuart (OWNER) has executed this document this ____ day of _____, 2018.

Christopher Stuart and Kristen Stuart (OWNER)

STATE OF ILLINOIS)
) SS:
 COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christopher Stuart and Kristen Stuart (OWNER), personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2018.

Commission Expires _____

 Notary Public

(Impress Notary Seal Here)

VILLAGE OF GLEN ELLYN ACCEPTANCE

Accepted this ____ day of _____, 2018.

Village of Glen Ellyn

By: _____
 Mark Franz
 Village Manager

By: _____
 John Chereskin
 Village Clerk

This instrument prepared by and mail to:

**Mark Franz
 Village Manager
 Village of Glen Ellyn
 Civic Center; 535 Duane Street
 Glen Ellyn, Illinois 60137**

TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT A (PLAT OF HIGHWAYS)
PAGE 1 OF 3

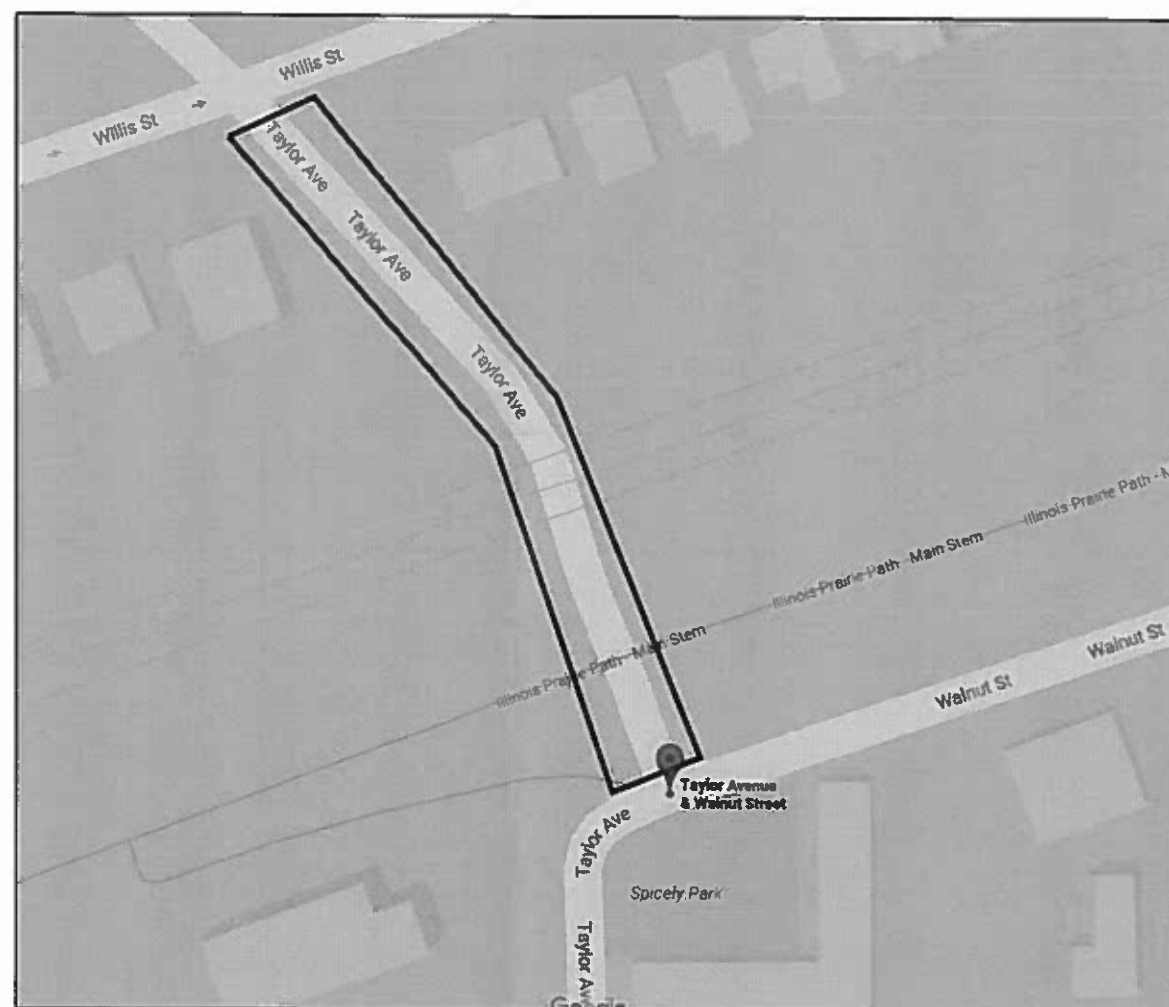
PARCEL NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY
0001TE-A, 0001TE-B	Christopher Stuart and Kristen Stuart, husband and wife, as Tenants by the Entirety	3	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

PLAT OF HIGHWAYS

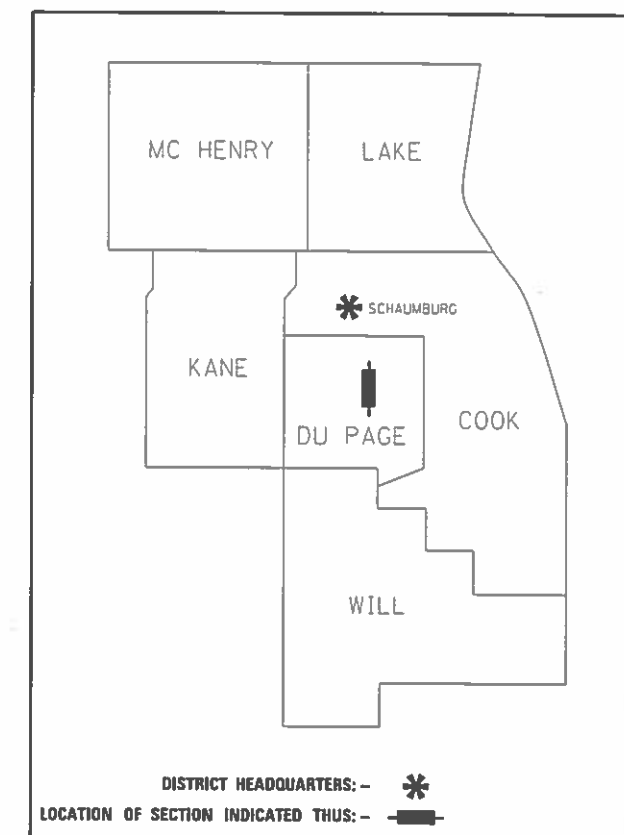
ROUTE: 0-18-TAYLOR AVENUE
SECTION: 15-00079-00-BT
DUPAGE COUNTY
LIMITS

LAND ACQUISITION NUMBER: R-55-001-97



LOCATION MAP

GROSS LENGTH = 388 FT. = 0.073 MILE
NET LENGTH = 388 FT. = 0.073 MILE



PRINTED BY THE AUTHORITY
OF THE STATE OF ILLINOIS

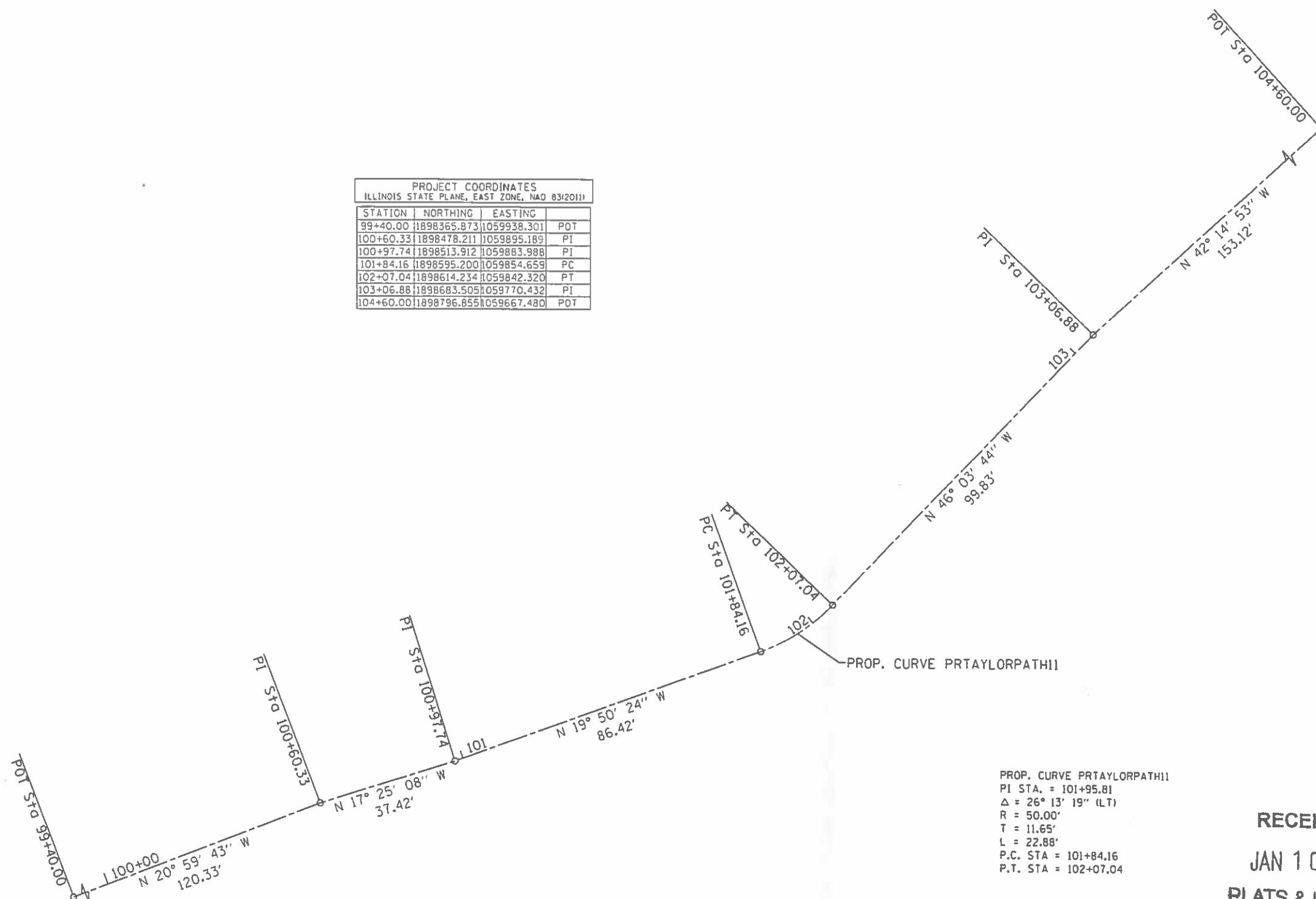
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PART OF THE SE 1/4 OF SECTION 11, TWP. 39 N., R. 10 E. OF THE 3RD. P.M., IN DUPAGE COUNTY, ILLINOIS.

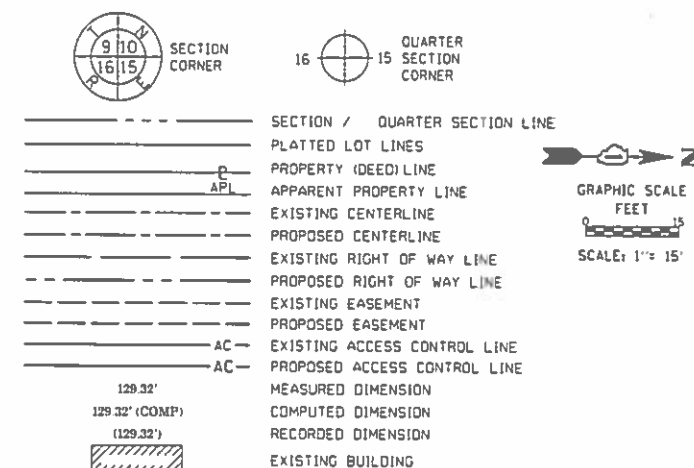
TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT A (PLAT OF HIGHWAYS)
PAGE 2 OF 3

PROJECT COORDINATES ILLINOIS STATE PLANE, EAST ZONE, NAD 83(2011)			
STATION	NORTHING	EASTING	
99+40.00	1898365.873	1059938.301	POT
100+60.33	1898478.211	1059895.189	PI
100+97.74	1898513.912	1059883.988	PI
101+84.16	1898595.200	1059854.659	PC
102+07.04	1898614.234	1059842.320	PT
103+06.88	1898683.505	1059770.432	PI
104+60.00	1898796.855	1059667.480	POT



PROP. CURVE PRTAYLORPATH11
PI STA. = 101+95.81
 $\Delta = 26^\circ 13' 19''$ (LT)
R = 50.00'
T = 11.65'
L = 22.88'
P.C. STA = 101+84.16
P.T. STA = 102+07.04

LEGEND



BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE
COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

- IRON PIPE OR ROD FOUND ⊕ 'MAG' NAIL SET
- + CUT CROSS FOUND OR SET ● 5 / 8" REBAR SET
- T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION, SET 5/8 INCH
T2 IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE IDENTIFIED BY
T3 COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- BT1 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION,
BT2 BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND
BT3 IRON STAKE, IDENTIFIED BY COLORED PLASTIC CAP BEARING
SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY, SET DIVISION OF HIGHWAYS SURVEY
MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION
DATA AND SURVEYORS REGISTRATION NUMBER.
- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS,
BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY
MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING
SURVEYORS REGISTRATION NUMBER.
- ⊙ PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, DOUGLAS G. MASSEY, AN ILLINOIS
PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS
SHOWN HEREON IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF
THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, THAT THE SURVEY IS
TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND
BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL
MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND
OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE
SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE
DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT NAPERVILLE, ILLINOIS THIS 11TH DAY OF OCTOBER, 2017 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3685
LICENSE EXPIRATION DATE: NOVEMBER 30, 2018
FIELD WORK COMPLETED: JULY 19, 2017

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



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benesch
engineers - scientists - planners
Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, Illinois 60601
312-565-0450
Design Firm License # 184.000882

PLAT OF HIGHWAYS

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
TAYLOR AVENUE PATH

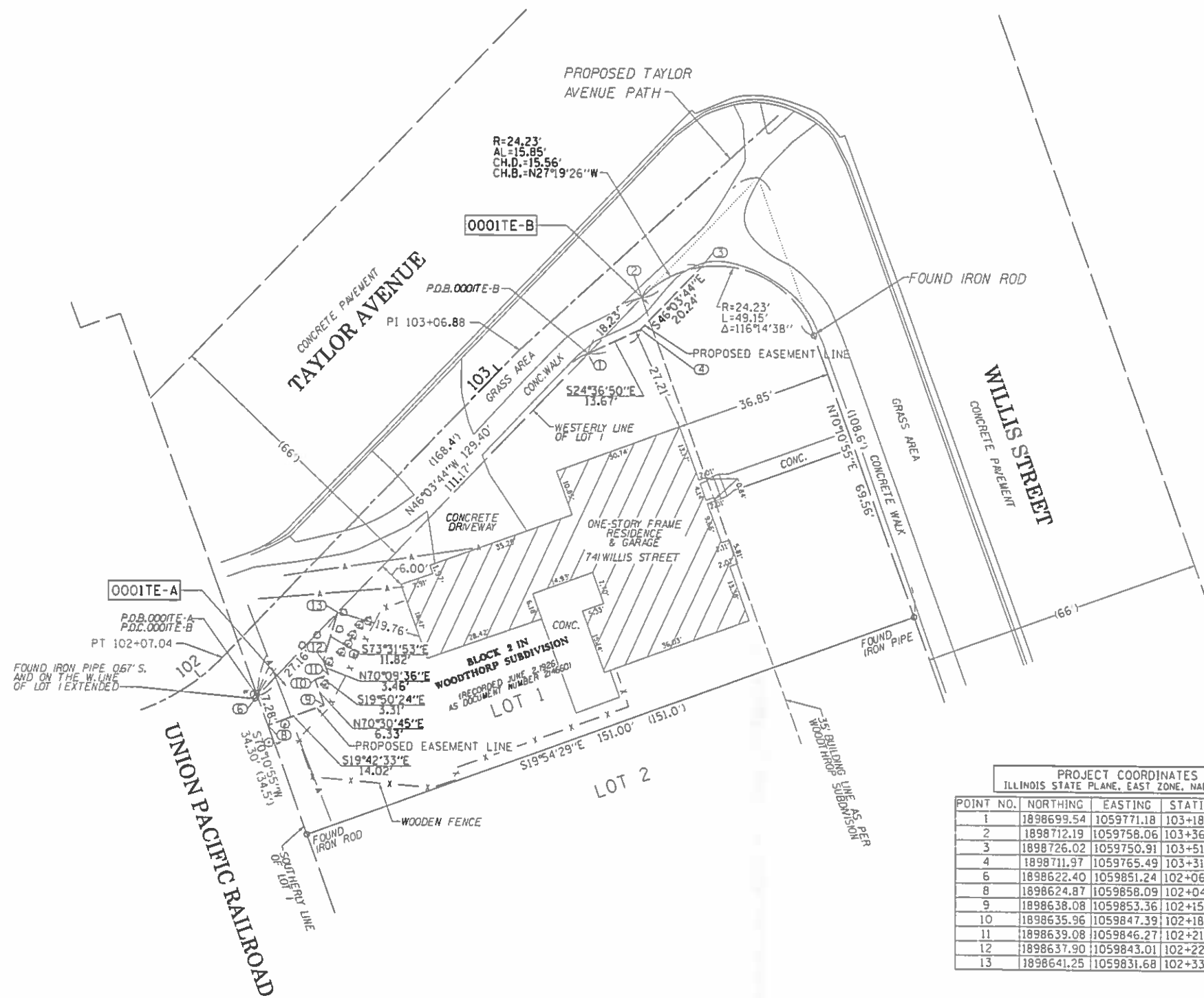
LIMITS: COUNTY: DUPAGE
SECTION: 15-00079-00-BT JOB NO.:
STA. TO STA.
SCALE: 1"=15' SHEET 2 OF 3 SHEETS

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

REVISION DATE: 01/09/18 REVISION MADE BY: DGM

PART OF THE SE 1/4 OF SECTION 11, TWP. 39 N., R. 10 E. OF THE 3RD. P.M., IN DUPAGE COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT A (PLAT OF HIGHWAYS)
PAGE 3 OF 3



LEGEND

SECTION CORNER

QUARTER SECTION CORNER

SECTION / QUARTER SECTION LINE

PLATTED LOT LINES

PROPERTY (DEED) LINE

APPARENT PROPERTY LINE

EXISTING CENTERLINE

PROPOSED CENTERLINE

EXISTING RIGHT OF WAY LINE

PROPOSED RIGHT OF WAY LINE

EXISTING EASEMENT

PROPOSED EASEMENT

EXISTING ACCESS CONTROL LINE

PROPOSED ACCESS CONTROL LINE

MEASURED DIMENSION

COMPUTED DIMENSION

RECORDED DIMENSION

EXISTING BUILDING

GRAPHIC SCALE FEET
SCALE: 1"= 15'

- BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.
- IRON PIPE OR ROD FOUND
 - ⊕ "MAG" NAIL SET
 - ✦ CUT CROSS FOUND OR SET
 - 5 / 8" REBAR SET
 - T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION, SET 5/8 INCH IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 - T2
 - T3
 - BT1 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION, BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND IRON STAKE, IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 - BT2
 - BT3
 - STAKING OF PROPOSED RIGHT OF WAY, SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
 - M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS, BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 - ⊙ PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
 - RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT J. DOUGLAS G. MASSEY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT NAPERVILLE, ILLINOIS THIS 11TH DAY OF OCTOBER, 2017 A.D.

PROJECT COORDINATES ILLINOIS STATE PLANE, EAST ZONE, NAD 83(2011)				
POINT NO.	NORTHING	EASTING	STATION	OFFSET
1	1898699.54	1059771.18	103+18.24	11.34'
2	1898712.19	1059758.06	103+36.43	10.13'
3	1898726.02	1059750.91	103+51.47	14.14'
4	1898711.97	1059765.49	103+31.27	15.48'
5	1898622.40	1059851.24	102+06.44	12.07'
6	1898624.87	1059858.09	102+04.15	18.72'
7	1898638.08	1059853.36	102+15.64	24.83'
8	1898635.96	1059847.39	102+18.47	19.17'
9	1898639.08	1059846.27	102+21.44	20.63'
10	1898637.90	1059843.01	102+22.97	17.52'
11	1898641.25	1059831.68	102+33.45	12.07'

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA		PARCEL INDEX NUMBER
					ACRES	SQUARE FEET	
000ITE-A 000ITE-B	0.240	N/A	N/A	0.240	0.005 0.003	201 110	05-11-411-001

NOTES:
1) ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.
2) BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) GRID.
3) ALL MEASURED AND CALCULATED DISTANCES ARE "GRID NOT GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID BY THE COMBINATION FACTOR OF 0.9999515.
4) AREAS SHOWN ON THIS PLAT ARE "GROUND".
5) TREES AND SHRUBS ARE ONLY SHOWN ON THE PARCEL WITHIN 5 FEET OF THE PROPOSED EASEMENT 000ITE-A.
6) THE PHYSICAL FEATURES SHOWN HEREON ARE STRICTLY LIMITED TO ONLY THOSE FEATURES VISIBLE IN THE AREA OF INTEREST AT THE EFFECTIVE DATE OF THIS SURVEY. IT IS NOT WITHIN THE SCOPE OF THIS EASEMENT PLAT TO DEPICT ANY SUBSURFACE FEATURES, WHICH MAY EXIST WITHIN THIS AREA.

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IDOT USE ONLY

PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
TAYLOR AVENUE PATH

LIMITS: SECTION: 15-00079-00-BT COUNTY: DUPAGE
STA. 102+07.04 TO STA. 103+51.47 JOB NO.:
SCALE: 1"=15' SHEET 3 OF 3 SHEETS

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT B (PARCEL LEGAL DESCRIPTIONS)
PAGE 1 OF 2

Route: 0-18-Taylor Avenue
Section: 15-00079-00-BT
County: DuPage
Job Number:
Parcel Number: 0001TE-A
Station: 102+04.15 to 102+33.45
Parcel Index Number: 05-11-411-001

PARCEL 0001TE-A

That part of Lot 1 in Block 2 in Woodthorp, Glen Ellyn, a Subdivision of part of Lot 15 in County Clerk's Third Assessment Division in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat of said Woodthorp, recorded June 2, 1926, as Document Number 214660, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined factor of 0.9999515 described as follows:

Beginning at the southwest corner of said Lot 1; thence North 46 degrees 03 minutes 44 seconds West along the westerly line of said Lot, a distance of 27.16 feet; thence South 73 degrees 31 minutes 53 seconds East, 11.82 feet; thence North 70 degrees 09 minutes 36 seconds East, 3.46 feet; thence South 19 degrees 50 minutes 24 seconds East, 3.31 feet; thence North 70 degrees 30 minutes 45 seconds East, 6.33 feet; thence South 19 degrees 42 minutes 33 seconds East, 14.02 feet to the southerly line of said Lot; thence South 70 degrees 10 minutes 55 seconds West along said line, 7.28 feet to the Point of Beginning.

Said part contains 0.005 acre (201 square feet), more or less.

RECEIVED
JAN 10 2018 *fwk*
PLATS & LEGALS

TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT B (PARCEL LEGAL DESCRIPTIONS)
PAGE 2 OF 2

Route: 0-18-Taylor Avenue
Section: 15-00079-00-BT
County: DuPage
Job Number:
Parcel Number: 0001TE-B
Station: 103+18.24 to 103+51.47
Parcel Index Number: 05-11-411-001

PARCEL 0001TE-B

That part of Lot 1 in Block 2 in Woodthorp, Glen Ellyn, a Subdivision of part of Lot 15 in County Clerk's Third Assessment Division in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat of said Woodthorp, recorded June 2, 1926, as Document Number 214660, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined factor of 0.9999515 described as follows:

Commencing at the southwest corner of said Lot 1; thence North 46 degrees 03 minutes 44 seconds West along the westerly line of said Lot, a distance of 111.17 feet to the Point of Beginning; thence continuing along said westerly line North 46 degrees 03 minutes 44 seconds West, 18.23 feet; thence 15.85 feet along a tangential curve concave northeasterly whose radius is 24.23 feet, the chord of said curve bears North 27 degrees 19 minutes 26 seconds West, 15.56 feet; thence South 46 degrees 03 minutes 44 seconds East, 20.24 feet; thence South 24 degrees 36 minutes 50 seconds East, 13.67 feet to the Point of Beginning.

Said part contains 0.003 acre (110 square feet), more or less.

RECEIVED
JAN 10 2018 *for*
PLATS & LEGALS

TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT C (JANUARY 31, 2018 – MEETING MEMO)
PAGE 1 OF 4

January 31, 2018 - Meeting Memo:

Temporary Construction Easement requested by the Village of Glen Ellyn at:

Address:
Mr. Chris Stuart
741 Willis
Glen Ellyn, IL
Phone number – 847-903-7077

Ed called Chris Stuart talked at 10:30 am, and Ed left voice mail.

Chris returned call to Ed and conversation lasted about 30 minutes. Ed presented the Village Counter- Offer to Chris Stuart, details to follow:

1. The Large Elm tree located on the property line between the Stuart Property and the UNPRR Property.



Ed communicated to Chris that the Engineers and the Village have agreed that all appropriate actions will be taken during the construction project to protect this tree during the construction process. It is understood that there are no guarantees. After this project is closed out, the Village will carry no lingering responsibility for the continued health of this tree. But, during the Construction Project the Engineers and the Village will enforce the Contractor to practice the best possible care for the tree.

This position is acceptable to Chris Stuart.

2. The Large Evergreen Tree located on the Stuart Property.



Ed communicated to Chris that the Engineers and the Village have agreed that this large evergreen [20-feet tall – approximately] will not be taken down to facilitate the construction process. During the Construction Project the Engineers and the Village will enforce the Contractor to practice the best possible care for the tree.

This position is acceptable to Chris Stuart.

Ed, suggested that the Stuart's allow that the bottom branches of this tree be removed, up to the top of the wooden fence. Ed is of the opinion that that this pruning would create a better-looking environment, not compromise any privacy concerns of the Stuarts and promote a safer construction process.

Chris Stuart stated that he would consider this suggestion and consult with his wife.

3. *The Smaller Bushes located on the Stuart Property in front of the Large Evergreen.*

Ed communicated to Chris Stuart that a couple of the smaller bushes will be required to be removed to facilitate the Construction Project. These bushes will be replaced in kind and similar size by the Village or the Contractor. The Stuarts will participate in the selection of these new bushes.

Ed and Chris Stuart will meet in the yard next week to further understand the details for these bushes.

This position is acceptable to Chris Stuart.

4. *The Public Sidewalk located on the Northwest Corner of the Stuart Property.*

Ed informed Chris Stuart that about 30 lineal feet of the Taylor Avenue Public Sidewalk at the Willis Street Intersection is currently located on the Stuart Property. As part of this project this sidewalk will be removed and reconstructed to be located completely in the Village right-of-way. The disturbed area of lawn will be replaced with grass seed or sod, depending on the choice of the Stuarts.

This position is acceptable to Chris Stuart.

5. *The Start Private Driveway.*



At no cost to the Stuarts, the Village will authorize the Contractor to remove and replace the existing PCC Driveway. The driveway will be removed and replaced up to the construction joint located in front of the garage. The driveway will be replaced to the same geometry of the current driveway. The proposed driveway will be built with 6" thick Portland Cement Concrete and subbase will be the appropriate amount of CA6.

This position is acceptable to Chris Stuart.

TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT C (JANUARY 31, 2018 – MEETING MEMO)
PAGE 4 OF 4

6. Reimbursement from the Village of Glen Ellyn to the Stuart Family for the cost of the Temporary Construction Easement.

Chris Stuart and Ed Kalina agreed that the fair reimbursement from the Village of Glen Ellyn to the Stuart Family will be \$8,500.

This position is acceptable to Chris Stuart.

Moving forward to close this Agreement:

- Engineering Solutions Team will complete Title Search and Report during the week of February 5, 2018.
- Upon completion of the Title Report, Ed Kalina will then develop the Temporary Construction Easement Agreement, to be executed by the Village of Glen Ellyn and Mr. & Mrs. Stuart.

If there are any further thoughts or questions pertaining to this document, please contact Ed Kalina.

Thank you.