

Agreement # 442

Contracts and Agreements Cover Page

Year: Legistar File ID #: 2008-0300-

Multi Year: 2008 on **Amount:** \$2,500.00/year plus annual increase

Contract Type: Pipeline easement agreement SW9540

Contractor's Name: Metra

Contractor AKA: Commuter Rail Division of the Regional Transportation Authority

Start Date: 2008

End Date: N/A

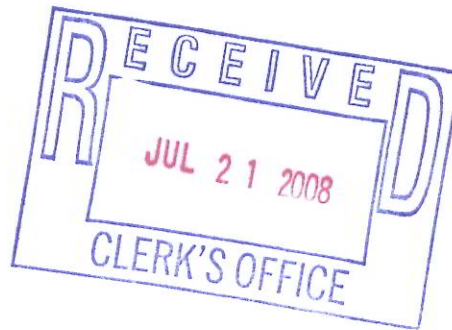
Renewal Date: Annual

Department: Public Works

Department Contact: John J. Ingram

Contract Description: Pipeline easement for 12" water main at 135th Street

Notes:





7/11/08
COPY to Airy's - Tom Land
COPY to 135th St watermain file
COPY to metra agreement file.

July 9, 2008

Mr. Peter J. Casey
Director of Public Works
Village of Orland Park
15655 S. Ravinia Ave.
Orland Park, IL 60462

RE: Pipeline Easement Agreement SW9540 for a 12" Watermain
Orland Park - 135th Street

Dear Mr. Casey:

Attached for the records of the Village of Orland Park is an original counterpart of Pipeline Easement Agreement number SW9540. This Agreement allows a 12" watermain to be installed at 135th Street in the Village of Orland Park, Illinois.

Please have your contractor, Airy's, Inc. submit a Right of Entry Application for the required access to railroad property in conjunction with this pipeline installation. The Right of Entry Application can be found on Metra's website at metrarail.com under the "About Metra" section under Real Estate & Engineering.

If you have any questions regarding this matter, please feel free to contact me at (312) 322-8006 to discuss.

Sincerely,

Anthony F. Ognibene, Right of Way Administrator
Law Department

CC:
E. Flood, Esq.
J. Lorenzini
J. W. Sanford
M. Richardson (w/attachment)
C. Stampley (w/attachment)



PIPELINE EASEMENT AGREEMENT

The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**"), whose address is 547 West Jackson Boulevard, Chicago, Illinois 60661, hereby grants to the Village of Orland Park, a municipality of Illinois with offices located at 14700 S. Ravinia Avenue, Orland Park, IL 60462 ("**Grantee**"), a non-exclusive easement, being five (5) feet in width for pipeline purposes ("**Easement**") and no other purpose, along the right of way and tracks (or track, as the case may be) of Metra located at 135th Street in Orland Park, Illinois delineated on the plat attached to and made a part of this Easement as Exhibit "A" ("**Premises**") together with the right of reasonable access thereto for the purpose of exercising the rights and privileges granted in this Easement. Metra and Grantee are hereinafter sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

That for and in consideration of payments to be made to Metra by Grantee, as hereinafter set forth, and also of the covenants and agreements hereinafter stated, Metra hereby grants to Grantee the right to install a twelve (12) inch pipeline, for the purpose of transporting water ("**Pipeline**") and thereafter to maintain, operate and renew the same during the continuance of this Easement, across, underneath or along the Premises.

This Easement is granted upon the following express conditions, terms and covenants to be observed, kept and performed by Grantee:

1. (a) As one of the considerations for this Easement, Grantee agrees to pay to Metra the sum of \$1,500.00 for the cost of preparing this Easement, payable in advance.

(b) Additionally, Grantee shall pay to Metra as fair and reasonable compensation an annual Easement fee in the amount of \$2,500.00, which Easement fee shall be increased annually at a rate of three percent (3%), payable on or before the first day of the month following the month of execution of this Agreement in every calendar year of the term of this Easement ("**Easement Fee**"). Furthermore, Metra shall have the option to increase the amount of the annual Easement Fee in accordance with Metra's scheduled rates or market conditions every five (5) years of the term of this Agreement by sending Grantee written notice of its intention to increase said Easement Fee at least sixty (60) days prior to the completion of each such five (5) year term. In the event this Easement is terminated prior to the end of a calendar year for which the Easement Fee has been paid in advance, unearned rent paid for the period subsequent to the termination date or the last day Grantee occupies the Premises, whichever is later, shall be refunded to Grantee.

(c) Metra's right to adjust the Easement Fee in accordance with the terms of this Agreement shall not be invalidated or waived, or deemed to be invalidated or waived, by reason of Metra's delay in issuing an adjusted Easement Fee bill to Grantee and Metra's failure to send Grantee an adjusted Easement Fee bill shall be without prejudice to the right of Metra to send an adjusted Easement Fee bill to Grantee in subsequent years.

2. Said Pipeline shall be installed and constructed in accordance with the specifications and notes set forth on Exhibit "A". The installation of said Pipeline, including the digging and filling of any trench and the time and manner of doing all of the work or of any maintenance, repairs, replacements or renewals upon the Premises, shall be as directed by Metra's authorized representatives. All of said work shall be done at Grantee's sole cost and expense, in a good and workmanlike manner, and in accordance with plans, specifications, and profiles to be prepared by Grantee and submitted for approval to Metra's authorized representatives, and until such approval is given, said work upon the Premises shall not be commenced by Grantee.

3. Upon completion of the initial installation and construction of the Pipeline, and upon completion of any subsequent installation, reconstruction, maintenance, repair or replacement of the Pipeline, Grantee, at its own cost and expense, shall remove any debris and restore, or cause to be restored to the reasonable satisfaction of Metra, the Premises and any other affected portion of Metra's property ("**Property**") as nearly as may be, to the same or better condition than that which existed immediately prior to commencement of such activities by Grantee. In the event Grantee fails to cause the Premises and the Property to be restored to the reasonable satisfaction of Metra as provided for herein, Metra shall have the right to restore the Premises and the Property and Grantee shall reimburse Metra for all costs and expenses incurred by Metra in its performance of the obligations imposed upon Grantee hereunder.

4. Metra shall permit Grantee reasonable right of entry to the Premises for the purpose of installing, constructing, replacing, repairing, maintaining and operating said Pipeline. Metra may, however, restrict the location of entry points or access on or over the Premises.

5. Any rights to the Premises not specifically granted to Grantee herein are reserved to Metra and its successors and/or assigns. The Pipeline shall be installed, constructed, repaired, maintained and operated in a manner so as not to interfere with efficient rail operations or any other business operations or activities being conducted by Metra or Metra's tenants or permittees on the Premises and so as not to prevent or unreasonably interfere with use and enjoyment of the Premises by Metra, its employees, agents or permittees for the purpose(s) to which the Premises is now, or may hereafter be committed by Metra. Metra shall have the right to retain the existing tracks and other improvements at the location of this Pipeline on or adjacent to the Premises and also shall have the right at any and all times in the future to construct, maintain and operate over, under, across or parallel to said Pipeline such additional track or tracks as it may from time to time elect. Nothing shall be done or caused to be done by Grantee that will in any manner impair the usefulness or safety of the tracks and other improvements of Metra, or such track or tracks and other improvements as Metra may in the future construct or cause to be constructed over, under, across, or parallel to said Pipeline. This Easement is expressly subject to the rights of third parties to maintain utility and other improvements permitted by Metra on the Premises and the Property. Metra reserves the exclusive right to grant future easements and licenses over, under, across or parallel to the said Pipeline, provided such easements and licenses do not interfere with the Pipeline and the rights granted Grantee pursuant to this Agreement, as

determined by Metra in its sole discretion.

6. Grantee agrees that it will bear and pay the entire cost of constructing, maintaining, repairing, replacing and operating said Pipeline. Grantee shall install, construct, maintain, repair, replace, and operate the Pipeline in accordance with all applicable federal, state and local municipal laws, ordinances, rules and regulations promulgated by governmental authorities. Grantee shall not commence work upon the Premises until Metra shall have approved Grantee's plans, specifications and profiles, such approval not to be unreasonably withheld or delayed. Metra's approval of Grantee's plans, specifications and profiles, shall not relieve Grantee of the duty to verify that the plans, specifications and profiles, and all amendments thereto, are in compliance with the requirements of this paragraph.

7. Grantee shall give to Metra reasonable advance written notice of the time when Grantee will commence any construction, replacement, repair or maintenance of said Pipeline in order that Metra may, if it so desires, have its representative(s) present for the purpose of directing said work so that the same may be done in a manner satisfactory to Metra. Metra in no way waives any rights by failing to have said representative present.

8. Grantee shall not place, keep, store or otherwise permit to be placed, kept or stored on the Premises or the Property any equipment or materials except during such time as Grantee's employees, agents or contractors are physically present and conducting activities permitted under the terms of this Easement. Grantee agrees that it shall not operate or cause to be operated any vehicle of any kind on the Premises, on any track or on the Property without prior authorization from Metra's authorized representative; provided, however, that Grantee shall not be prohibited from operating Grantee's vehicles and equipment on any public crossing of Metra's tracks and rights of way. To the extent that in the reasonable opinion of Metra or its designee, flagging and supervisory services are deemed necessary by reason of the installation, construction, repair, renewal, alteration or removal of said Pipeline, Grantee shall, upon receipt of a bill or invoice therefor, reimburse Metra or its designee for the reasonable cost and expense of furnishing such flagging and supervisory services.

9. Grantee agrees that before and during the installation, construction, replacement, repair, maintenance, or operation of said Pipeline, or at any other time, Metra shall have the right to provide such safe and temporary structures as it may deem necessary for safely caring for and preserving its tracks, buildings or other improvements and Grantee agrees to pay to Metra the entire cost of putting in or removing such temporary structures and of restoring the Premises and the Property as near as may be to the same condition that existed before the commencement of said work.

10. Grantee agrees that it will, immediately upon receipt of a statement showing the amount thereof, pay all costs of any and all work performed upon the right of way and tracks of Metra which shall be made necessary by the construction, maintenance, repair, replacement, renewal or presence thereon of said Pipeline.

11. Grantee agrees that should the construction, maintenance, operation, repair or presence of the Pipeline necessitate any change or alteration in the location or arrangement of any other pipelines, appurtenances or other improvements located on the Premises or the Property, the cost of such change or alteration shall be paid by Grantee within thirty (30) days of presentation of a bill by Metra. Grantee further agrees that if, at any time, Metra shall desire to change the location or grade of its track or tracks or shall desire to use or allow third party railroads to use its right of way at said point of crossing or at any point along a parallel course with the Pipeline for any purpose whatsoever, including but not limited to track installations by Metra or third parties, Grantee, at its own cost and expense, shall alter, relocate or make all changes to the Pipeline required by Metra. If Grantee shall fail, neglect or refuse to relocate or make such change(s) to the Pipeline for a period of ninety (90) days after the receipt of written notice from Metra, then Metra may make or cause to be made such relocation or change(s) at the expense of Grantee.

12. Grantee shall at all times install, construct, replace, repair, maintain and operate said Pipeline in a secure, safe and sanitary condition and in accordance with all applicable laws, ordinances, rules and regulations. Grantee shall take all reasonable safety precautions to adequately secure the Premises, warn of risks and ensure the safety of the public during periods of construction, reconstruction, replacement, repair, maintenance and operation of the Pipeline. If the manner of installing, constructing, repairing, maintaining, replacing or operating said Pipeline shall at any time be in violation of any applicable law, ordinance, rule, or regulation promulgated by governmental authority, then Grantee shall, at no cost or expense to Metra, upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction over the Premises, make such changes or repairs as shall be necessary. Failure or refusal of Grantee to make the required changes or repairs within the time prescribed by said agency shall terminate this Agreement, and Grantee's rights and interest shall revert to Metra; provided, however, that this Agreement shall not terminate as long as Grantee, in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, ordinances, rules or regulations or so long as Grantee is diligently pursuing compliance..

13. To the fullest extent permitted by law, Grantee hereby assumes and agrees to release, acquit and waive any rights against and forever discharge Metra, the Regional Transportation Authority ("RTA") and the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC"), their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, or on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with, the use of the Premises or the Property for the purposes set forth in this Agreement, or which may occur to or be incurred by Grantee, its employees, officers, agents and all other persons, firms and corporations acting on Grantee's behalf or with Grantee's authority while on the Premises or the Property, or arising from the condition of the Premises or the Property during the term of this Agreement,

whether or not such injuries or damages are caused by the actions, omissions or negligence of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Easement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Easement.

14. To the fullest extent permitted by law, Grantee agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorneys' fees) as a result of claims, demands, actions, suits, proceedings, judgments or settlements, arising out of or in any way relating to or occurring in connection with, the use of the Premises or the Property for the purposes set forth in this Agreement, or the condition of the Premises or the Property, or which may occur to or be incurred by Grantee, its employees, officers, agents, and all other persons, firms and corporations acting on Grantee's behalf or with Grantee's authority while on the Premises or the Property, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the actions, omissions or negligence of Metra, the RTA or the NIRCRC. Metra agrees to notify Grantee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Grantee further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision, whether such claims, suits, actions or proceedings are rightfully or wrongfully made or filed; provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. Grantee shall not enter into any compromise, or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Easement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence of Metra, the RTA or the NIRCRC with respect to any construction work performed by Grantee or those performing on behalf of or with the authority of Grantee in violation of the Illinois Construction Contract Indemnification for Negligence Act.

15. Prior to entering upon the Premises, Licensee agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department (312-322-6991) and shall deliver to Metra's Risk Management Department certificates of insurance or such other documentation acceptable to Metra's Risk Management Department evidencing the acquisition of the required insurance to construct, install, use, maintain, repair, replace, operate and renew the Pipeline in accordance with the terms of this Easement.

To the fullest extent permitted by law, during all periods that Grantee or those

persons authorized by or acting on behalf of Grantee are on the Premises to perform or cause to be performed any installation, construction, maintenance, or repair with respect to the Pipeline, Grantee shall cause each of Metra, the NIRCRC and the RTA to be designated as additional insureds on all insurance policies relating to the Premises and shall provide proof thereof to Metra prior to entering upon the Premises. At a minimum, Grantee shall obtain and keep in force the following insurance relating to the Premises:

- a. Worker's Compensation (Coverage A) in an amount no less than required under State law. Additionally, Employer's Liability (Coverage B) in an amount no less than Five Hundred Thousand Dollars (\$500,000.00);
- b. Comprehensive Automotive Liability Insurance with coverage of no less than Two Million Five Hundred Thousand Dollars (\$2,500,000) combined single limit;
- c. Commercial General Liability with coverage of no less than Two Million Five Hundred Thousand Dollars (\$2,500,000) per occurrence; and
- d. Railroad Protective Public Liability Insurance (AAR-AASHTO form) in the name of Metra, the RTA, the NIRCRC, (additional railroad(s) at Metra's discretion), providing for a limit of no less than Two Million Dollars (\$2,000,000.00) single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of any person in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Grantee will furnish such insurance with an aggregate of no less than Six Million Dollars (\$6,000,000.00) for all damages as a result of more than one occurrence.

Grantee or its contractor(s) shall not commence any work until it has obtained and provided the required insurance and has received approval of same by Metra. All policies must be in full force at the time of submission and shall not be canceled, modified, limited or allowed to expire without having given Metra thirty (30) days prior written notice of such. Notice must be sent via certified mail to: Metra, Attention: Director, Risk Management, 15th Floor, 547 West Jackson Boulevard, Chicago, Illinois 60661.

Grantee's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the NIRCRC or the RTA as additional insureds shall not, at any time, operate as a waiver of each Grantor's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement. During the term, Metra may make commercially reasonable increases in the amount of insurance required by Grantee or its contractor(s) and/or sub-contractor(s) under the terms and provisions of this Agreement.

16. This Easement may be terminated by Metra effective sixty (60) days after giving notice to Grantee if the Premises, or any portion thereof, is needed for any Metra or railroad purposes as determined by Metra in its sole discretion or immediately upon notice to Grantee if Grantee ceases to operate or maintain the Pipeline or violates any of the terms, conditions or

provisions set forth in this Easement. In case of termination, Grantee shall remove from the Premises said Pipeline and shall restore said Premises to the same or better condition than that which existed prior to the construction and installation of said Pipeline; or upon failure, neglect or refusal of Grantee to do so, Metra may make or cause to be made such removal and restoration, and the total cost hereof shall be paid by Grantee; or, if Metra shall so elect, it may treat the said Pipeline as abandoned by Grantee and may make such disposition thereof as it may see fit. All rights and interest in and to said Premises shall revert to Metra if Grantee vacates, abandons or ceases to use the Premises for a period of twelve (12) consecutive months. In such event, Grantee shall, upon Metra's request, execute appropriate documents releasing Grantee's interests.

17. This Easement and all of the terms, conditions, rights and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that Grantee shall not assign its rights under this Easement without first having received the prior written consent of Metra. It is Grantee's responsibility to give Metra notice of any change in the identity of the Grantee. In the event Grantee fails to obtain the required consent to assign its rights or fails to notify Metra of a change in the Grantee under this Agreement, Metra may terminate this Agreement or, alternatively, charge Grantee a fee of Fifty Dollars (\$50) per day from the date of the actual assignment or change in Grantee until the date Grantee furnishes to Metra the request for consent to the assignment or notice of the change in Grantee.

18. All payments required to be made by Grantee to Metra under the terms, conditions or provisions of this Easement shall be made within sixty (60) days of Grantee's receipt of any demand or invoice from Metra evidencing the amount of the indebtedness due. Payments not made within said sixty (60) day period shall accrue interest at a rate of one and one half percent (1 ½%) per month or the highest amount permitted by Illinois law, whichever is less, from the date payment is due until paid.

19. All notices, demands and elections required or permitted to be given or made by either Party upon the other under the terms of this Easement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, facsimile transmission or hand delivered to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of successful transmission if sent by facsimile transmission, or on the day of delivery if hand delivered.

(a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard

Chicago, Illinois 60661
Attn: Law Department, General Counsel
Phone: (312) 322-6699
Fax: (312) 322-6698

(b) Notices to Grantee shall be sent to:

The Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462
Attention:
Phone: (708) 403-6100
Fax: (708)

20. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. No waiver of any obligation or default of Grantee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This Easement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

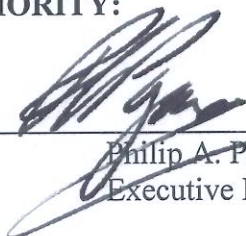
GRANTEE ACKNOWLEDGES THAT INSTRUMENTS OF RECORD, COURT DECISIONS, OR THE LAWS OF THE STATE IN WHICH THE EASEMENT PREMISES ARE LOCATED MAY LIMIT THE QUALITY OF METRA'S TITLE. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTEE PURCHASES THE EASEMENT SUBJECT TO THESE POSSIBLE LIMITATIONS ON THE TITLE AND ASSUMES ALL RESPONSIBILITY FOR INVESTIGATING THE TITLE TO THE EASEMENT PREMISES AND THE APPLICABLE LAWS OF THE STATE.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of this 2nd day of July, 2008.

ATTEST:

COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY:

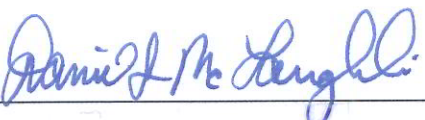
By: 
Assistant Secretary

By: 
Philip A. Pagano
Executive Director

ATTEST:

THE VILLAGE OF ORLAND PARK:


By: 
Its: VILLAGE CLERK

By: 
Its: Village President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

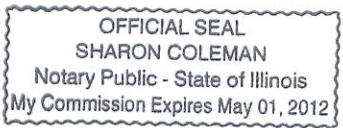
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Philip A. Pagano, personally known to me to be the Executive Director of the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and Delores M. Ellison, personally known to me to be the Assistant Secretary of said Corporation, and 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 as Executive Director and Assistant Secretary of said Corporation, they signed and delivered the said instrument in their official capacities pursuant to authority given by the Board of Directors of said Corporation and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

2008. GIVEN under my hand and notarial seal this 2nd day of July.



Notary Public

(SEAL)



STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel J McLaughlin, personally known to me to be the Village President of the Village of Orland Park, an Illinois municipality, and Dana P Maher personally known to me to be the Village Clerk of said municipality, and 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 as Village President and Village Clerk of said municipality, they signed and delivered the said instrument in their official capacities pursuant to authority given by the Board of Directors and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of May, 2008.

Mary Shanahan
Notary Public



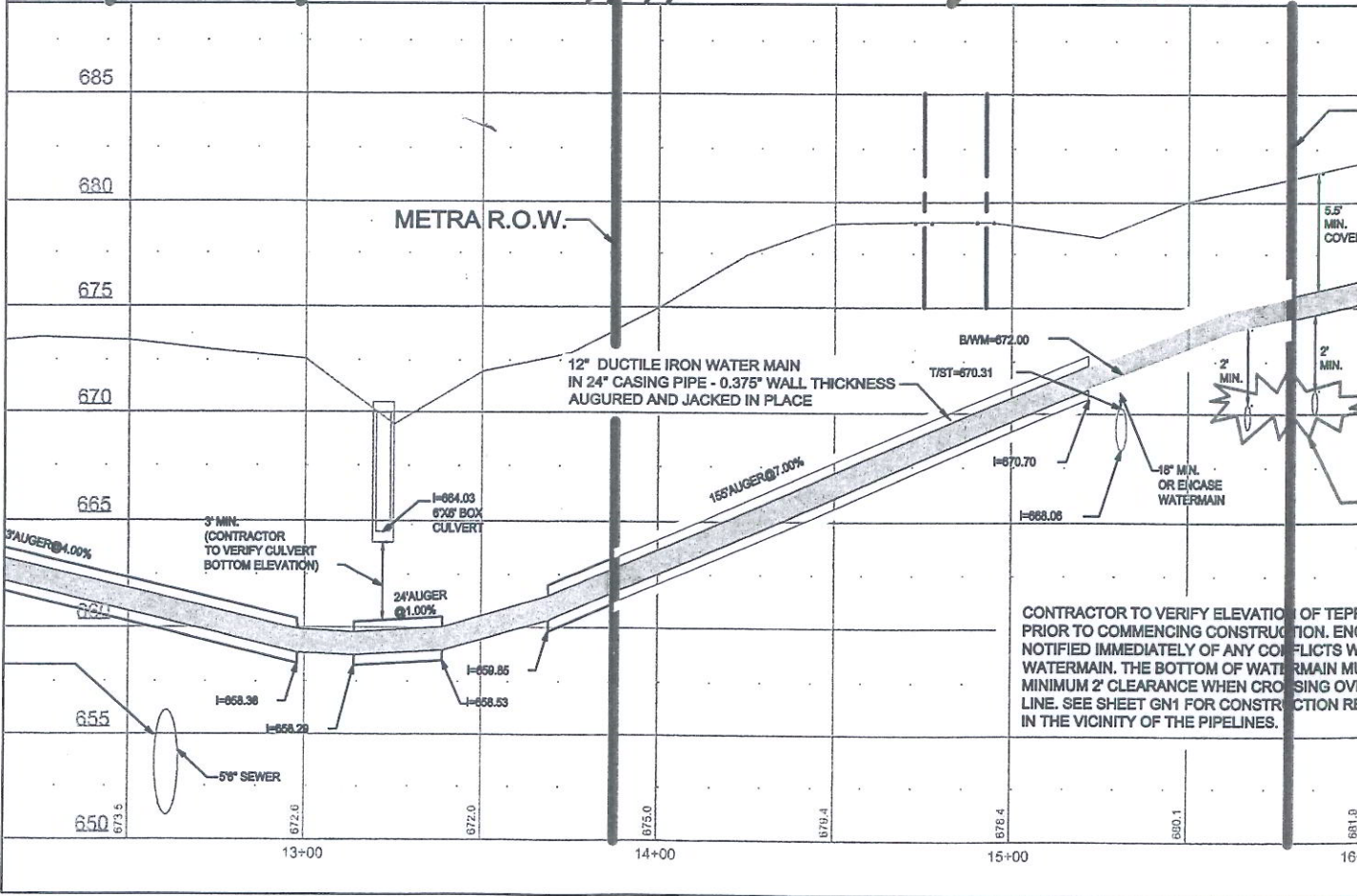
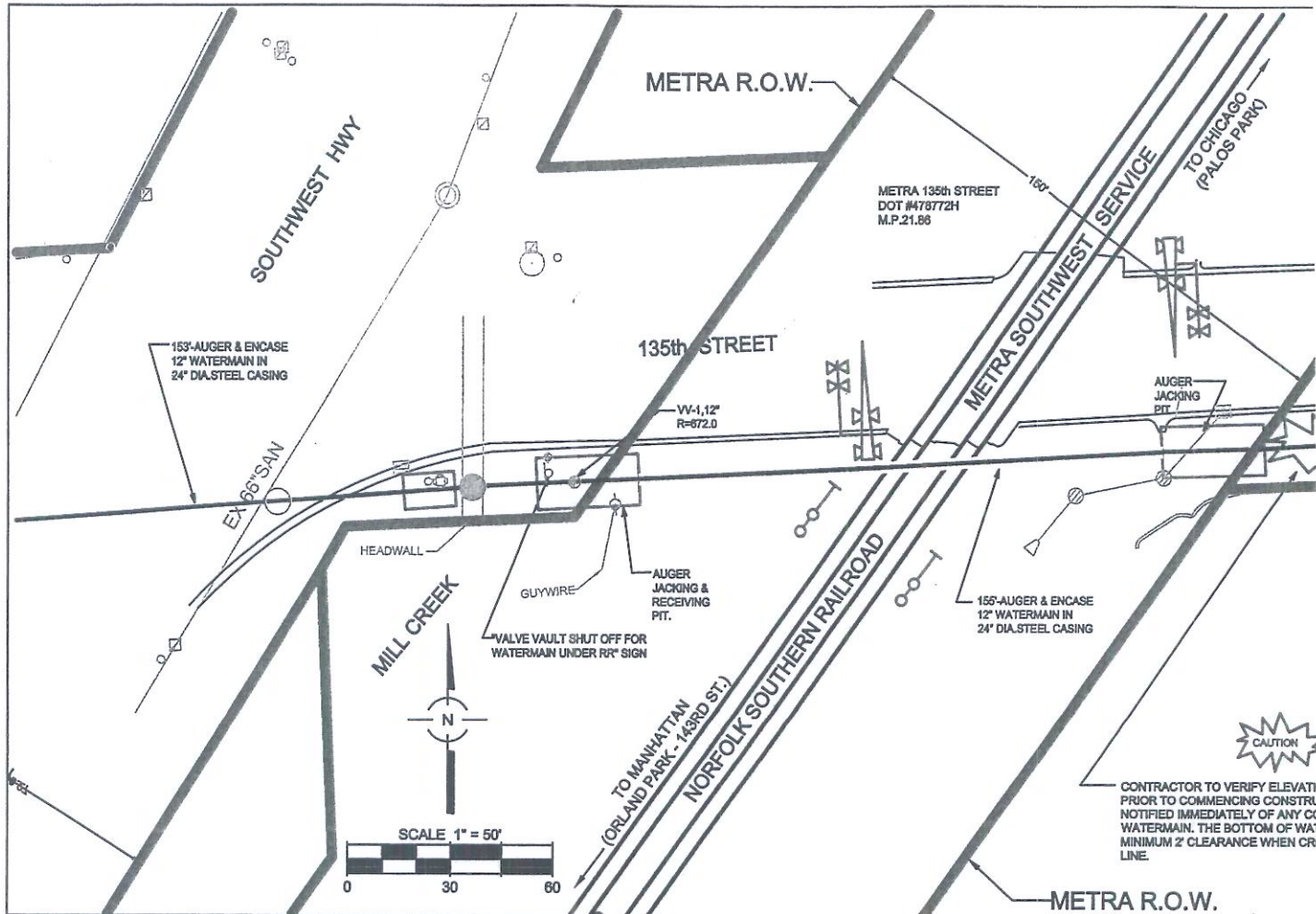


EXHIBIT "A"

HEAVY EQUIPMENT CROSSING THE PIPELINE

A REPRESENTATIVE FROM THE COMPANY MUST APPROVE THE CROSSING AT ANY LOCATION WHERE HEAVY EQUIPMENT WILL BE CROSSING THE PIPELINE. THE REQUESTOR SHALL FURNISH THE MAXIMUM VEHICLE, EQUIPMENT AND AXLE WEIGHT FOR ANY VEHICLE OR EQUIPMENT PROPOSING TO CROSS THE COMPANY'S RIGHT-OF-WAY. THE COMPANY MUST BE NOTIFIED A MINIMUM OF 3 WORKING DAYS PRIOR TO ANY WORK, SO THAT "STRESS" CALCULATIONS MAY BE FIGURED AND HAVE A REPRESENTATIVE PRESENT WHEN/IF THE CROSSING IS TO BE MADE OR A PAD PLACED ON OR OVER SAID RIGHT-OF WAY.

EXCAVATION OVER OR NEAR THE PIPELINE

THE COMPANY SHALL RECEIVE THE MINIMUM OF 3 WORKING DAYS NOTICE OF ANY WORK OR EXCAVATION OVER OR NEAR THE PIPELINE(S) SO THAT THE PIPELINE(S) MAY BE LOCATED AND A REPRESENTATIVE FROM THE COMPANY CAN BE PRESENT DURING EXCAVATION.

EXPOSING THE PIPELINE

MECHANICAL DIGGING EQUIPMENT SHALL NOT BE USED FOR THE PURPOSE OF EXPOSING THE PIPELINE. THE PIPELINE SHALL BE EXPOSED, AFTER NOTICE TO THE COMPANY, BY THE USE OF HAND TOOLS AND WITH A COMPANY REPRESENTATIVE PRESENT. ALL DITCHING OR EXCAVATION REQUIRED TO EXPOSE COMPANY'S PIPELINE WILL MEET REQUIRED OSHA SPECIFICATIONS FOR SUCH DITCHING OR EXCAVATION.

FINAL WAIVER OF LIEN

STATE OF ILLINOIS } SS
COUNTY OF COOK }

Gty #
Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by **The Village of Orland Park** to furnish **General Construction** for the premises known as **Metra Station Replacement - P.O. #32985** of which **The Village of Orland Park** is the owner.

The undersigned, for and in consideration of **Ten Dollars & 0/100 (\$10.00) Dollars** and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE: **July 8, 2008**

COMPANY: **Century Contractors, Inc.**
ADDRESS: **6401 West 75th Street
Bedford Park, IL 60638**

SIGNATURE AND TITLE *John Proce*, PRESIDENT

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS } SS
COUNTY OF COOK }

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) **JOHN PROCE** BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS (POSITION) **PRESIDENT** OF (COMPANY NAME) **CENTURY CONTRACTORS, INC.** WHO IS THE CONTRACTOR FURNISHING **GENERAL CONSTRUCTION** WORK ON THE BUILDING LOCATED AT **143RD AND SOUTHWEST HIGHWAY, ORLAND PARK, IL** OWNED BY **The Village of Orland Park**.

That the total amount of the contract including extras* is **\$2,618,064.83** on which he or she has received payment of **\$2,618,054.83** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Century Contractors, Inc.	General Construction	\$2,618,064.83	\$2,618,054.83	10.00	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$2,618,064.83	\$2,618,054.83	\$10.00	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE: **July 8, 2008**

SIGNATURE: *John Proce*

SUBSCRIBED AND SWORN TO BEFORE ME THIS **8TH** DAY OF **JULY**, 2008.

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.
OFFICIAL SEAL
KAREN MENZMINGER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/29/11

Karen M. Engminger
NOTARY PUBLIC

COMPLETION AND SATISFACTION OF CONTRACT

THIS AGREEMENT FOR COMPLETION AND SATISFACTION OF CONTRACT ("Agreement") is made and entered into this 31 day of May, 2008, by and between THE VILLAGE OF ORLAND PARK, an Illinois municipal corporation, ("Village") and CENTURY CONTRACTORS, INC., an Illinois corporation ("Century") (collectively, the "Parties").

RECITALS:

- A. On or about 06/09/2005, the Village and Century entered into a contract for the construction of a Metra commuter rail station (the "Contract") generally located at the intersection of 143rd and LaGrange, Orland Park, Illinois (the "Metra Station"); and
- B. On or about 12/19/2005 the Village and Century modified the Contract with a "First Amendment" (the Contract and First Amendment are collectively herein after referred to as the "Amended Contract"). The Amended Contract was for the sum of \$2,590,000.00; and
- C. Because of approved change orders, however, the amount of the Amended Contract was increased to \$2,644,786 ("Amended Contract Amount"); and
- D. Because of certain events beyond the control of the Village, including, but not limited to, non-force majeure construction delays, the cost to the Village of having to contract directly with certain sub-contractors, and the additional cost to the Village for extending the term for its project manager, the Village incurred expenses and damages above and beyond the Amended Contract Amount ("Village Costs"); and
- E. On our about 9/27/07, Century presented the Village with Pay Request No. 11 in the amount of \$22,157.34 along with a request for the Village to release any outstanding retainage being held by the Village pursuant to the Amended Contract ("Century Payment Request"); and
- G. The Metra Station is constructed and open to Metra commuters.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which the Village and Century hereby acknowledge, the Parties agree as follows:

1. Recitals. The Recitals set forth above are a material part of this Amendment and are incorporated herein by this reference.
2. Completion and Satisfaction. The Village and Century hereby acknowledge that each Party has completed its obligations under the Amended Contract.

3. Agreement. Century agrees to waive any claim in law or equity it may have against the Village, its agents, employees, contractors or sub-contractors relating to the Amended Contract, including, but not limited to, Century's Payment Request and the Village agrees to waive any claim in law or equity it may have against Century, its agents, employees, contractors or sub-contractors related to the Amended Contract, including, but not limited to, the Village's Costs. Further, Century relinquishes any right or interest it may have in the Metra Station and waives any claim in law or equity Century may have to the same. Century hereby transfers to the Village any and all manufacturers' warranties for materials purchased and paid for by Century for the construction of the Metra Station along with any and all warranties and guaranties from all subcontractors hired by Century.

4. Final Lien Waiver. At the time of its execution of this Agreement, Century shall provide the Village with a Final Lien Waiver in the amount of Century's Payment Request. If Century fails to provide the Village with a Final Lien Waiver as provided herein, this Agreement shall be null and void and the Parties free to pursue all available rights and remedies in law or equity.

5. Contractor/Subcontractor Representation. In addition to the Final Lien Waiver required in Section 4 above, Century hereby represents and warrants to the Village that Exhibit A attached hereto and incorporated herein is a true and complete list of all the contractors and subcontractors utilized by Century to provided goods and services to the Metra Station. Century further represents to the Village that as the main contractor for the construction of the Metra Station, that it has the knowledge to make such a representation and warranty to the Village and the Village is entitled to rely on the same. In addition, Century represents and warrants that all contractors and subcontractors listed in Exhibit A, regardless of whether or not they had a written contract with Century and regardless whether or not they were paid directly by Century or through the construction escrow established with Near North National Title, have been paid in full and there are no outstanding payments owed by Century to any contractors or subcontractors relating to the construction of the Metra Station. To the extent that there are contractors and subcontractors not listed in Exhibit A or to the extent that any of the contractors and subcontractors listed in Exhibit A have not received full payment for the goods and services they provided toward the construction of the Metra Station, any and all monies still due and owing shall be the sole and exclusive responsibility of Century and Century agrees to indemnify and hold the Village harmless against claims related to the same.

6. Authority. Each Party hereby represents and warrants to other Parties, that (i) the person signing this Agreement on behalf of said Party is duly authorized to execute and deliver this Agreement, (ii) the execution and delivery of this Agreement and the performance of the terms hereof have been duly authorized by all corporate action on the part of said Party, and (iii) no consents or approvals are required from any other party in order to give full effect to the agreements and covenants of said Party contained herein.

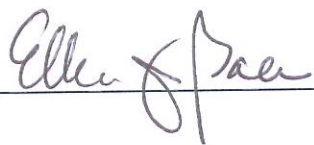
7. Additional Agreements. It is further agreed and understood that:

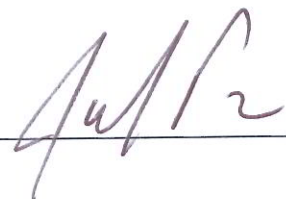
- (a) This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed and constitute a single, integrated original document.
- (b) This Agreement, including, without limitation, all Exhibits attached hereto, if any, constitutes the whole agreement between the Parties as to the subject matter hereof and there are no other terms, promises, obligations, covenants, warranties, representations, statements or conditions, expressed or implied, of any kind, and all prior negotiations and agreements in respect of this Agreement and the Agreement are hereby superseded by this Agreement and are of no force and effect.

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

THE VILLAGE OF ORLAND PARK,
an Illinois municipal corporation:

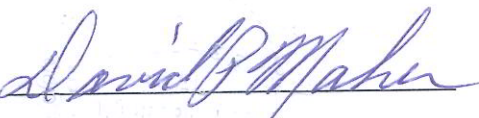
CENTURY CONTRACTORS, INC.,
an Illinois corporation:

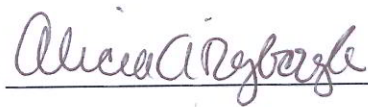
By: 
Title: ASSISTANT VILLAGE MANAGER

By: 
Title: President

ATTEST:

ATTEST:

By: 
Title: Village Clerk

By: 
Title: Admin. ASST.

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, Alicia A Rybczyk, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Proce, is President of Century Contractors, Inc., an Illinois corporation, personally known to me to be the person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 10th day of June, 2008.

Alicia A Rybczyk
NOTARY PUBLIC

My Commission Expires: 12/26/08



STATE OF ILLINOIS)
) SS
COUNTY OF)

I, Kathy Namors, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David Mahen of the Village of Orland Park, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such David Mahen, respectively appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes set forth therein; and the said Village Clerk then and there acknowledged that he/she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as his/her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes set forth therein.

GIVEN UNDER my hand and Notarial Seal this 31 day of July, 2008.


NOTARY PUBLIC

My Commission Expires: 04-02-09



EXHIBIT A
CONTRACTOR/SUBCONTRACTOR LIST

Suburban General
Midwest Fence
Engineered Plastics
Springdale Forest Products
Urban Meadows Landscaping
Sweeney Concrete
Hawk LLC
Advance Iron
Johnsen Carpentry
W.W. Timbers
Salvo & Sons
LA Force
Ellison Bronze
Door Systems
Exclusive Windows
North Products
ROI
Uptown Painting & Decorating
Knickerbocker
Skyco Products
Design Group
Safe Guard
C&J Plumbing
Mid-City Heating & Air Conditioning
Midwestern Electric
Lorig Construction
Columbia Equipment
Durable
Orland Soil
Tully Brothers
Sal Barba Asphalt
Wang Engineering
Vulcan Materials
Waste Management
Batavia Can
Prime Design