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CSXT Form 2437-Sheet 1
Revised April 1989
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DEC 12 1990

Anna N. Anton

AUDITOR LAKE COUNTY PIPELINE PLACEMENT AGREEMENT

13

THIS AGREEMENT, Made as of the 7th day of September, 1990 by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor" and TOWN OF HIGHLAND, a municipal corporation of the State of Indiana, whose mailing address is 3333 Ridge Road, Highland, Indiana 46322, hereinafter called "Licensee", WITNESSETH:

WHEREAS, Licensee desires to construct and maintain a certain pipeline or duct work, for the transmission of sanitary waste only, hereinafter called "Pipeline" under or across property owned or controlled by Licensor at or near Highland, County of Lake, State of Indiana, at a point 3,017 feet westwardly (Station No. 3179+48) shown on print of Licensee's Drawing No. --, dated August 1990, attached hereto and made a part hereof, hereinafter called the "Crossing", other details and data pertaining to said Pipeline being as indicated on Licensee's Application Form, dated August 6, 1990, also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Licensor, insofar as it has the legal right, power and authority to do so, hereby licenses and permits Licensee to construct, maintain, repair, renew, operate, use, alter or change said Pipeline at the Crossing above for the term herein stated, and to remove same upon termination, SUBJECT to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes including future Railroad right-of-way use (as in Article 20);

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained.

1.2 The term Pipeline, as used herein, includes pipes, ducts, casing, vents, manholes, connectors, fixtures, appliances and ancillary facilities devoted exclusively to the transmission usage above.

MAIL TO:
JOHN F. TWEEDLE
7633 - 45th ST
HIGHLAND, INDIANA
46322



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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HIGHLAND

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2. LICENSE FEE, TERM:

2.1 Upon execution of this Agreement, Licensee shall pay Licensor the sum of THREE HUNDRED SEVENTY-FIVE U.S. DOLLARS (\$375.00) toward the cost of preparing and processing this Agreement.

2.2 Licensee shall also pay to Licensor a one-time license fee of ONE THOUSAND ONE HUNDRED TWENTY-FIVE U.S. DOLLARS (\$1,125.00).

2.3 License shall be revocable only in the event of Licensee's default as herein provided. License shall end upon Licensee's cessation of use of the Crossing for the purpose(s) above or upon removal of the Pipeline.

2.4 As additional annual license fee, Licensee shall also pay directly, or reimburse and indemnify Licensor for, any additional taxes and/or assessments levied against Licensor or Licensor's property solely on account of said Pipeline or Crossing.

3. CONSTRUCTION AND MAINTENANCE

3.1 Licensee, at its sole cost and expense, shall construct, and thereafter maintain, relocate, repair, renew, alter, and/or remove said Pipeline, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor, A.R.E.A. Specifications, or Licensee's particular industry.

3.2 Location and construction of Pipeline shall also be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor.

4. PERMITS, LICENSES:

4.1 Before any work thereunder is performed, or before use by Licensee of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permits or licenses from any state or local public authorities having jurisdiction over the Pipeline or the intended use of the Crossing, and shall thereafter observe and comply with the requirements of such public authorities, and all applicable laws and regulations and future modifications hereof.

4.2 Licensee shall also defend, protect and hold Licensor harmless for failure to obtain such permits or licenses, any violations thereof, or for costs or expenses of compliance or remedy.

5. REPAIRS, COSTS:

5.1 Any repairs or maintenance to Pipeline which are necessary to protect or facilitate Licensor's use of its property shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance, whether

or not said repairs or maintenance result from acts of Licensee, natural or weather events or otherwise.

6. MARKING AND SUPPORT:

6.1 With respect to any subsurface installation upon Licensor's property, Licensee, at its sole cost and expense, shall erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of Pipeline or other facilities;

6.2 After construction of Pipeline, Licensee shall restore any disturbed property of Licensor, and shall leave same in a condition satisfactory to Licensor. Licensee shall either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner as Licensor may direct.

7. PIPE CHANGES:

7.1 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of Pipeline (including any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), plans therefor shall be submitted to Licensor for approval before any such change is made. After approval the terms and conditions of this Agreement shall apply thereto.

7.2 Licensee agrees to periodically monitor and verify the depth or height of Pipeline and Crossing in relation to Licensor's land and existing facilities, and to relocate Pipeline or change Crossing, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 If the operation, existence or maintenance of said Pipeline, at any time in the reasonable judgment of Licensor, causes: (a) interference with Licensor's communication, signal or other wires, or facilities; or (b) interference in any manner with the maintenance or use by Licensor of its land, structures, pole lines, devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Pipeline as may be required to eliminate all such interference.

8.2 Without assuming any duty hereunder to inspect Licensee's Pipeline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake necessary repairs, maintenance or adjustments to Pipeline, which repairs, maintenance or adjustments Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby assumes, and shall at all times hereafter release, indemnify, defend and save Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, maintenance, operation or use of Pipeline or any structure in connection therewith, or the removal and restoration of Premises of Licensor after removal, EXCEPT when caused solely by the fault, failure or negligence of Licensor.

9.2 Use of Licensor's property involves certain risks of loss or damage as a result of Licensor's rail operations. Notwithstanding Section 9.1, Licensee hereby assumed all risk of loss and damage to Licensee's Pipeline or Property (including contents of Pipeline) which may result from fire or derailment arising out of Licensor's rail operations. For this Section the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's property by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 Notwithstanding Section 9.1, Licensee also expressly assumes sole all risk of loss which in any way may result from Licensee's failure to maintain either the required vehicle clearances for any overhead Pipeline or the required depth and encasement for any underground Pipeline.

9.4 Notwithstanding Section 9.1 or any other provision herein, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from (a) all claims, costs and expenses, including reasonable attorneys fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Crossing area, arising from or in connection with the use of this Crossing or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through said Pipeline, and (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof.

9.5 All obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to officers, agents and employees of Licensor, and to companies and other legal entities that control or are controlled by or subsidiaries of or are affiliated with Licensor, and their respective officers, agents and employees.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of Premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Public Liability Insurance or Commercial Liability Insurance, naming Licensee as insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than **THREE MILLION DOLLARS (\$3,000,000)** Combined Single Limit per occurrence for bodily injury liability and property damage liability is recommended as a prudent limit to protect Licensee's assumed obligations. If said policy does not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said policy is written on a "claims made" basis instead of an "occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to so provide shall be at Licensee's sole risk.

10.2 Licensee shall furnish a Certificate of Insurance, with a copy of said Policy, to the Licensors Director of Casualty Insurance, J-270, at the address above.

10.3 Licensors may at any time request evidence of insurance purchased by Licensee to comply with this requirement. Failure of Licensee to comply with Licensors' demand shall be considered a default, subject to Article 16.

10.4 Securing by Licensee of insurance hereunder shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

10.5 Notwithstanding the provisions of Sections 10.1 and 10.3, Licensee may self-insure in any amount(s) any (all) liability arising under this Agreement.

11. LICENSOR'S COSTS:

11.1 Licensors' expense for wages and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensors' bill therefor.

11.2 Such expense shall include, but not be limited to, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, insurance and vacation allowances for Licensors' employees, and insurance and freight and handling charges on all material used. Any rentals of Licensors' equipment shall be payable by Licensee in accordance with Licensors' fixed applicable rate.

11.3 All bills not paid within said thirty (30) days shall thereafter accrue interest at twelve percent (12%) per annum, or at the highest rate permissible by local law.

12. TERMINATION, REMOVAL:

12.1 Upon termination of this Agreement, or within thirty (30) days of revocation, Licensee, at its sole risk and expense, shall remove Pipeline from the property of Licensor, unless the parties hereto agree otherwise, and shall restore property of Licensor in a manner satisfactory to Licensor, and reimburse Licensor all loss, cost or expense Licensor may suffer resulting from such removal.

12.2 All rights which Licensee may have hereunder shall cease and end upon the date of termination or revocation; provided, however, that termination or revocation of this Agreement shall not affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied.

13. NOTICE:

13.1 Licensee shall give Licensor's Division Manager (733 West 136th Street, Riverdale, Illinois 60527) at least five (5) days' written notice before doing any work of any character hereunder on Licensor's property, except that in cases of emergency shorter notice may be given.

13.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above and to Licensor at the address above, c/o CSXT Contract Administration J180, or at such other address as either party may designate in writing to the other.

13.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, and shall be effective upon actual receipt or upon date of refusal of delivery.

14. ASSIGNMENT:

14.1 Licensee shall obtain Licensor's written consent to any assignment of Licensee's interest herein and shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said written consent.

14.2 Subject to Section 14.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

14.3 In the event of any unauthorized sale, transfer, assignment, sublease or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may terminate this Agreement at any time within six (6) months after such sale, transfer, etc., by giving Licensee or any such assignee written notice of such termination, and Licensor may thereupon enter and retake possession of the premises. Consent of Licensor shall be presumed to such assignment, etc., if no such termination notice is given.

15. TITLE:

15.1 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by Licensee's Pipeline, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

16. DEFAULT BY LICENSEE:

16.1 The proper and complete performance of each and every of the covenants of this Agreement shall be deemed of the essence thereof, and in the event Licensee shall fail or refuse to fully and completely perform any or all of said covenants or to remedy any breach within thirty (30) days after receiving a written notice from Licensor to do so, Licensor shall have the option of terminating this Agreement, regardless of license fee(s) having been paid in advance for any period, and of revoking the privileges and powers hereby conferred upon Licensee.

17. WAIVER OF BREACH:

17.1 Any waiver by either party, at any time of its rights as to any covenant or condition herein contained shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or breach is permanently waived in writing by said party.

17.2 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

18. ENTIRETY, EXCLUSIVITY:

18.1 This Agreement contains the entire understanding between the parties hereto, and may be altered, amended or modified only in writing, signed by both parties.

18.2 Neither this Agreement, any provision thereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

19. FORM, LAW, FORUM:

19.1 The form and language of this Agreement shall be interpreted or construed as mutually drawn and not in favor of or against either party hereto as the drafter thereof.

19.2 It is understood and agreed that this Agreement is executed by all parties under current interpretation of any and all applicable federal,

state, county, municipal or other local statute, ordinance or law. Further, it is understood and agreed that each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) herein contained shall have independent and severable status from each other, separate division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce in contravention of public reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division, herein contained, or any other combination thereof.

19.3 This Agreement shall be construed and governed by the laws of the state in which the Pipeline is located.

20. RAILROAD TRACK RE-INSTALLATION:

In the event that Licensor re-establishes the Premises as an operated railroad right-of-way, or re-installs railroad track(s) thereon, the following provisions shall apply:

20.1 All Licensee's work and execution of rights hereunder shall be undertaken so as to eliminate or minimize any impact on the Premises, Licensor's track(s) and appurtenances thereto.

20.2 In the event that Licensor's railroad operating needs and/or maintenance necessitate any change of location, height or depth of Pipeline or Crossing, Licensee, at its sole cost and expense, and within ninety (90) days after notice in writing from Licensor, shall make changes in Pipeline or Crossing to accommodate Licensor's operations. Any additional costs or expenses incurred by Licensor to accommodate the continued use of Licensor's property by Licensee shall also be paid by Licensee.

20.3 Use of Licensor's property involves certain risks of loss or damage as a result of Licensor's rail operations. Notwithstanding Section 9.1 above, Licensee hereby assumes all risk of loss and damage to Licensee's property from fire or derailment resulting from Licensor's rail operations. Licensee further agrees to defend, protect, save harmless and indemnify Licensor from all claims of third parties resulting from fire or derailment for any loss of or damage to property of said third parties situated or placed upon Licensor's railroad right-of-way by Licensee, or by such third parties at request of or for benefit of Licensee.

20.4 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over property of Licensor, except at public road crossing(s), without separate prior written approval of Licensor (via Private Crossing Agreement).

20.5 If Licensor deems it advisable, during the progress of any construction, re-construction, maintenance, repair, renewal, alteration, change or removal of said Pipeline, to place watchmen, flagmen, inspectors or supervisors for protection of rail operations on Licensor's property at

the Crossing, Licensor shall have the right to do so, at the sole expense of Licensee, but Licensor shall not be liable for failure to do so.

20.6 Subject to Licensor's consent and to Licensor's railroad operating rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors, during all times of construction, re-construction, etc., in place of Licensor provision, at Licensee's sole risk; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

20.7 In the installation and/or maintenance of said Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. In the event such consent is extended, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

20.8 Licensee shall cooperate with Licensor in serving and complying with any Federal, State or local permits relative to Licensee's Pipeline and/or the Crossing.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each of which shall be a duplicate, as of the date and year first above written.

Witness(es) for Licensor:

Lynn Alexander

CSX TRANSPORTATION, INC.

By

[Signature]
Title: **DIRECTOR CONTRACTS**
CSX Rail Transport.

Peggy Tolley



Witness(es) for Licensee:

TOWN OF HIGHLAND, INDIANA

Paul A. Dudley

By

Donal Downey
Title: President of Board of
Sanitary Commissioners

Janice A. Sawyer

APPLICATION FOR PIPELINE CROSSING UNDER/OVER PROPERTIES AND TRACK

Plans for proposed installations shall be submitted to and meet the approval of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of CSX Transportation, Inc. Original and four (4) copies of this form shall be submitted, accompanied by five (5) letter size prints of a drawing showing plan, elevation section of crossing from field survey, location in respect to milepost, width of Railroad's right-of-way, and location of adjacent structures affecting crossing, and all information required in Figures 1 and 2 of AREA Specifications, Part 5 - Pipelines. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

1. Complete legal name of applicant: Town of Highland
 Telephone: (219) 838-1080

2. Address: 3333 Ridge Road City: Highland State: Indiana Zip: 46322

3. If incorporated, name of state in which incorporated Indiana Municipality: Yes

4. Location: _____ feet (direction) from nearest Railroad Milepost _____
 V.S. _____

5. Nearest Station: _____ County: Lake State: Indiana
 Division: _____ Val. Sec. (Map) of _____

6. Within limits of public highway? Yes No If yes, show the road right-of-way on print: DOT/AAR
 Crossing No. _____

7. Temporary track support or rapping required? Yes No Describe: N/A

8. Wires, poles, obstructions to be relocated? Yes No Describe: _____

9. Product to be conveyed: Sanitary Waste Flammable? Yes No Temperature _____
 10. Max. Working Pressure: N/A PSI. Field Test Pressure: N/A PSI. Type Test: N/A

11. Location of shut-off valves: N/A

12. PIPE SPECIFICATIONS:

Material	CARRIER PIPE	CASING PIPE
Material Specifications & Grade	<u>Reinforced Concrete</u>	<u>N/A</u>
Min. Yield Strength of Material PSI	<u>ASITM C-114-88 (CL1111)</u>	
Min. Test Pressure PSI	<u>N/A</u>	
Inside Diameter	<u>24"</u>	
Wall Thickness	<u>2 1/8"</u>	
Outside Diameter	<u>32 1/8"</u>	
Type of Seam	<u>N/A</u>	
Laying Lengths	<u>7.5'</u>	
Kind of Joints	<u>Smooth Ring</u>	
Total Length Within Railroad Right-of-Way	<u>100'</u>	
Vents: Number <u>N/A</u> Size <u>N/A</u> Height above ground _____		
Seals: Both ends <u>N/A</u> (One end) _____		
Bury: Base of rail to top of casing <u>N/A</u> feet _____ inches		
Bury: (Not beneath tracks) <u>N/A</u> feet _____ inches		
Bury: (Roadway ditches) <u>N/A</u> feet _____ inches		
CATODIC PROTECTION: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
PROTECTIVE COATING: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Kind _____		
Type, size, and spacing of insulators or supports _____		



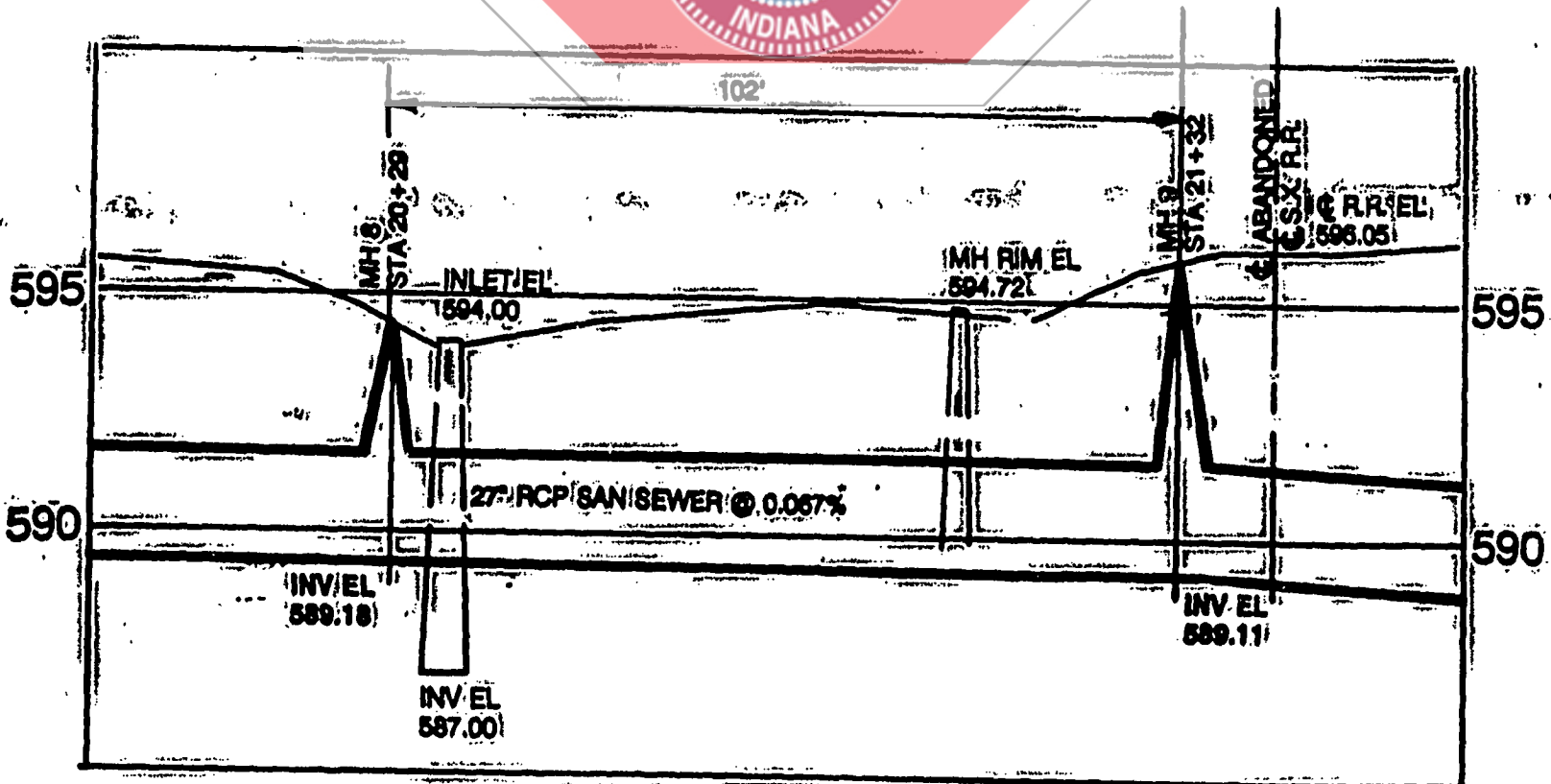
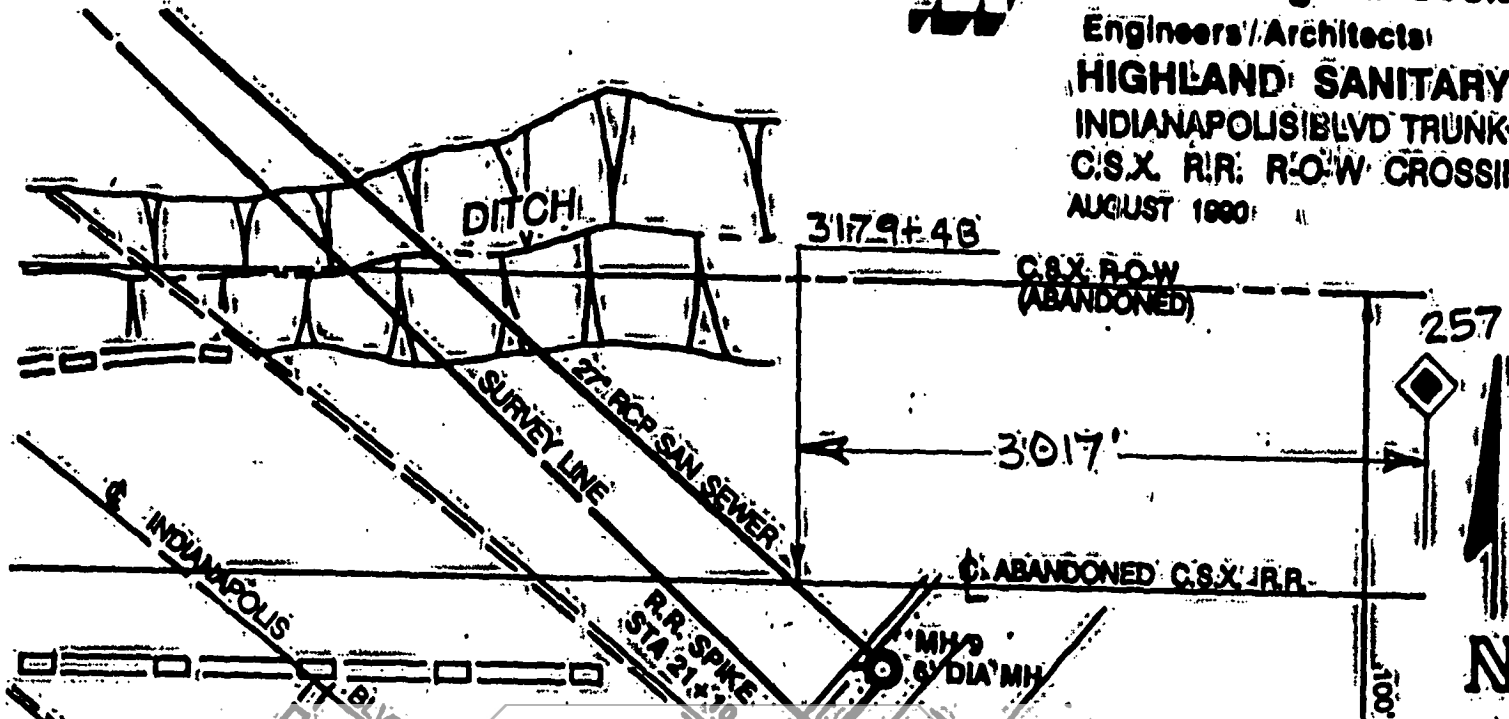
If application is approved applicant agrees to reimburse CSX for any cost incurred by the Railroad incident to installation, maintenance, and/or supervision necessitated by this pipeline installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. Should open cut installation be required, a non-refundable charge of \$ _____ will be required to resurface tracks. Contract preparation fee in the amount of \$150.00 is attached.

Date: Aug 6, 1990 Signature & Title of Officer Signing Application: [Signature]

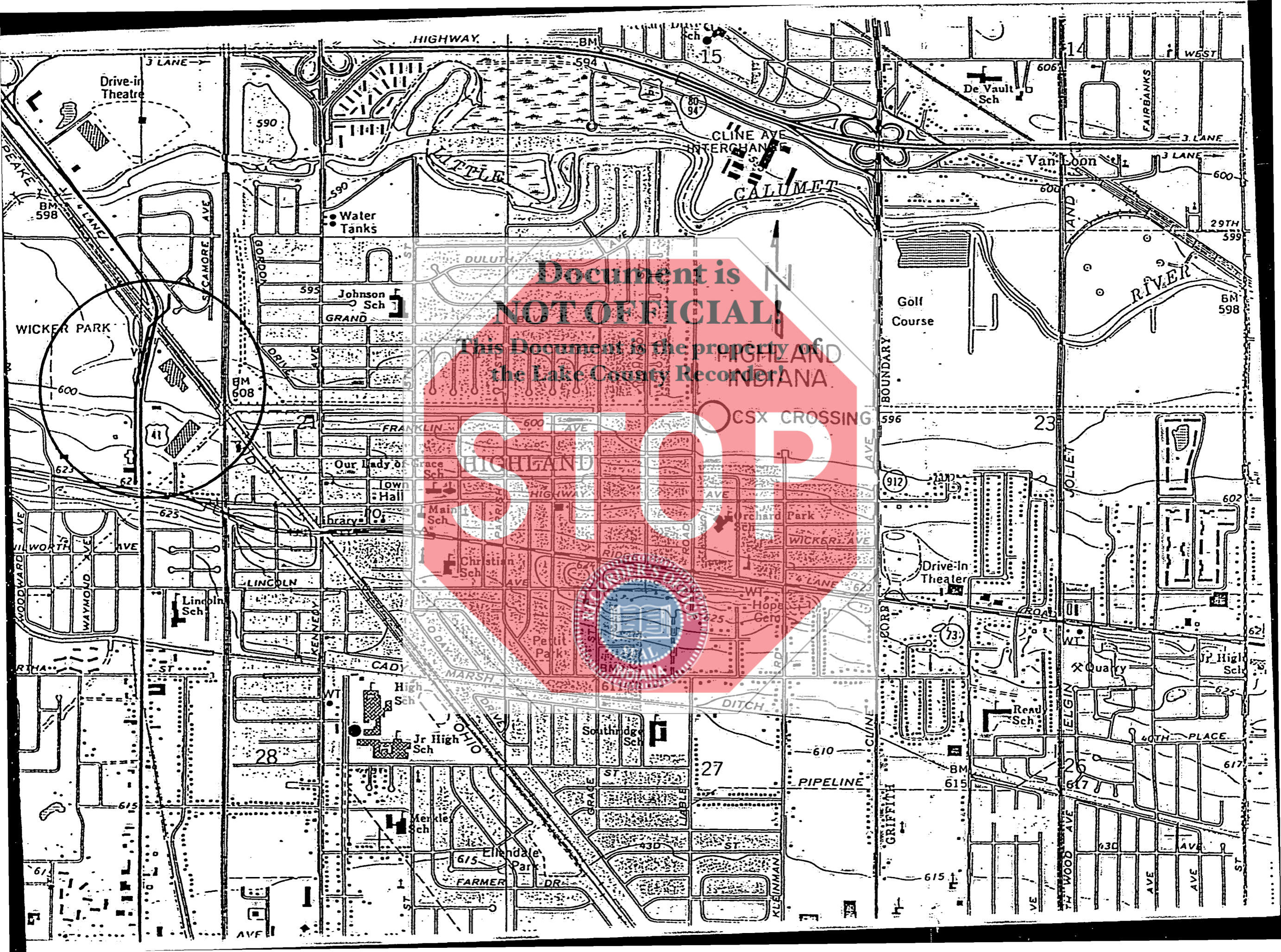
Please print or type: Name: R.G. Bradley Title: Dir. Public Works Telephone Number: (219) 838-1080



McDonough Associates, Inc.
 Engineers/Architects
HIGHLAND SANITARY BOARD
INDIANAPOLIS BLVD TRUNK SEWER
C.S.X. R.R. R.O.W. CROSSING
 AUGUST 1990

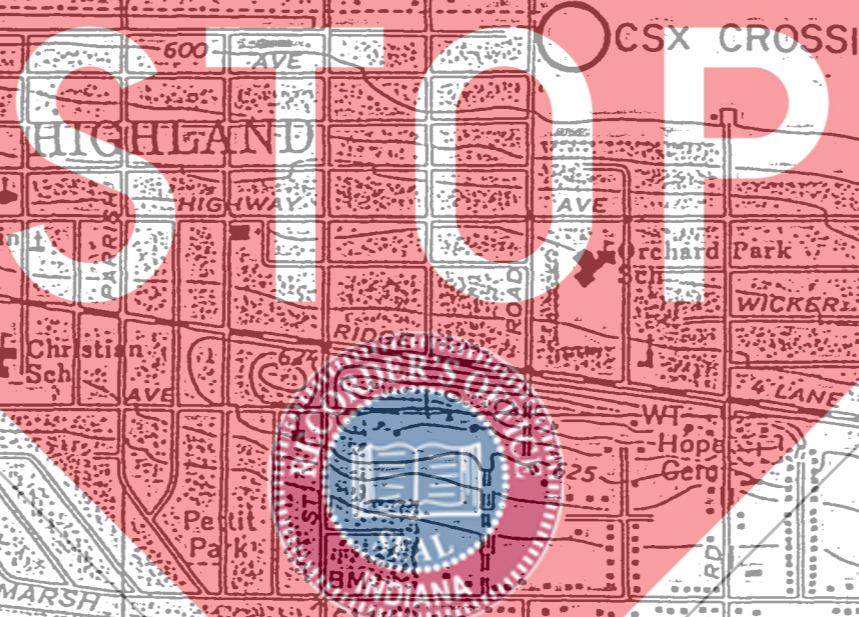


PROFILE
 1" = 30' HORI
 1" = 5' VERT



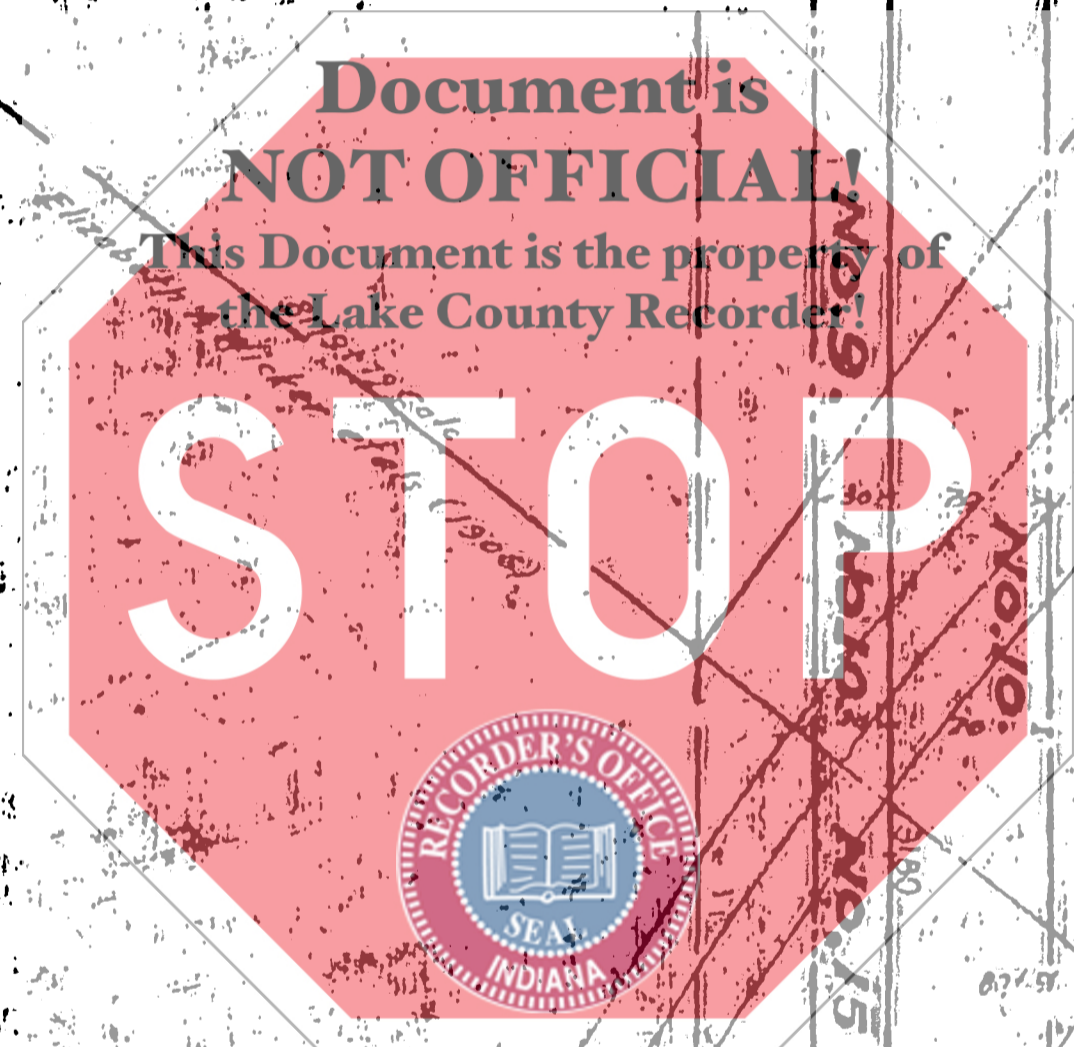
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DMS
17 July 2004

Dingeman, Jacoby et al. (1906)
William Snip et al. (1906)



Elizab

No. 9
No. 10
No. 15

No. 16

No. 11

No. 36-53

William Snip