

frmPrtClaim	Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist	Amount
192	101300	JOHN RYAN HORSESHOEING	7-19-17-EL	VET CARE	07/27/17	27021127084	VET & FERRIER - ELLIS B-D	** bantrim	85.00
									85.00*
ELLIS BIRTHDAY PARTIES									179.00*
ELLIS WEDDINGS									85.00*
193	132460	MONICA MUNOZ	7/15/17	EL SEC DEP RETURN	07/27/17	27021207088	ELLIS SECURITY DEPOSIT RE	bantrim	450.00
194	267188	JAMIE HITCHINS	7-9-17	EL SEC DEP RETURN	07/27/17	27021207088	ELLIS SECURITY DEPOSIT RE	bantrim	80.00
195	267189	VERONICA AVILA	7/8/17	EL SEC DEP RETURN	07/27/17	27021207088	ELLIS SECURITY DEPOSIT RE	bantrim	1,000.00
196	267190	ALYSSA MELVIN	7/7/17	EL SEC DEP RETURN	07/27/17	27021207088	ELLIS SECURITY DEPOSIT RE	bantrim	1,000.00
Total ELLIS BIRTHDAY PARTIES									2,530.00*
HOOPER									2,530.00*
197	140937	NICOR	07/13/17-ROOK	HO ROOKERY	07/27/17	27022006860	HOOPER - GAS	bantrim	33.69
198	140937	NICOR	07/13/17-BS	BLAZING STAR	07/27/17	27022006860	HOOPER - GAS	bantrim	34.20
199	140937	NICOR	07/13/17-KING	KINGFISHER	07/27/17	27022006860	HOOPER - GAS	bantrim	34.76
200	140937	NICOR	07/13/17-ML	MEADOWHAWK LODGE	07/27/17	27022006860	HOOPER - GAS	bantrim	29.16
201	140937	NICOR	07/13/17-MOON	MOONSEED	07/27/17	27022006860	HOOPER - GAS	bantrim	32.62
202	140937	NICOR	07/13/17-HOUSE	HO HOUSE	07/27/17	27022006860	HOOPER - GAS	bantrim	25.29
203	140937	NICOR	07/13/17-MAINT	HO MAINT BLDG	07/27/17	27022006860	HOOPER - GAS	bantrim	30.75
Total ELLIS WEDDINGS									220.47*
204	030794	CHAMPION ENERGY, LLC.	07/05/17	HO MULTIPLE	07/27/17	27022006861	HOOPER - ELECTRIC	** bantrim	193.49
205	030794	CHAMPION ENERGY, LLC.	07/05/17	HO BATHHOUSE	07/27/17	27022006861	HOOPER - ELECTRIC	** bantrim	87.41
206	031510	COMMONWEALTH EDISON	7/3/17-HOUSE	HO HOUSE	07/27/17	27022006861	HOOPER - ELECTRIC	bantrim	106.17
Total HOOPER									387.07*
207	267185	BONNIE JOHNSON	17-00161	ML SEC DEP RETURN	07/27/17	27022007088	HOOPER SECURITY DEPOSIT R	bantrim	112.50
208	267186	JOANNA ROACH	17-00128	ML SEC DEP RETURN	07/27/17	27022007088	HOOPER SECURITY DEPOSIT R	bantrim	180.00
209	267187	JASON LESLIE	17-00016	HO SEC DEP RETURN	07/27/17	27022007088	HOOPER SECURITY DEPOSIT R	bantrim	200.00
Total ENV ED CAMPS									492.50*
ENV ED CAMPS									1,100.04*
210	041511	EMILY DOMBROWSKI	7/14/17-ED	CAMP SUPPLIES	07/27/17	27023026849	ENV EDUC - CAMPS EXPENSE	bantrim	94.65
Total ENV ED CAMPS									94.65*
FOUNDATIONS & NATURAL RESOURCES									94.65*
211	012290	AUTOMOTIVE SPECIALTIES INC	22330	2014 OIL, FILTERS	07/27/17	27025006216	EQUIP - GROUNDS & NATURAL	bantrim	103.52
Total FOUNDATIONS & NATURAL RESOURCES									103.52*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
212 022190	BUSTED KNUCKLES LANDSCAPING	1589	HA TREE CUTTING	07/27/17	27025006837	PRESERVE IMPROV - GR & NA	400.00
213 030540	CENTRAL LIMESTONE CO INC	10031	GRAVEL-HA,RY,TUCKER	07/27/17	27025006837	PRESERVE IMPROV - GR & NA	34.38
214 140937	NICOR	07/12/17-HA	HARRIS	07/27/17	27025006848	GAS - GROUNDS & NATURAL R	434.38*
215 071807	GRAINCO F.S. INC	78007010	HERBICIDE-PARKING LO	07/27/17	27025007089	SUPPLIES - SHOP	39.08
216 130506	MENARDS	85290	TICK/MOSQUITO SPRAY	07/27/17	27025007089	SUPPLIES - SHOP	39.08*

Total GROUNDS & NATURAL RESOURCES 983.42*

bantrim
bantrim

bantrim

bantrim
bantrim

Vendor# Name Invoice # Description Date Budget # Account Description Dist Amount

269 080950	HOBSON PLUMBING AND HEATING	HOOVER	WATER HEATER & SOFTE	07/27/17	95020006850	PROJECT FUND EXPENSES	3,745.00 ***
							3,745.00*
						Total FP BOND PROCEEDS 2007	3,745.00*
						GRAND TOTAL	11,059.22

**Kendall County Forest Preserve District
2007 Series Bond Fund (Fund 950) Budget Analysis and Cash Flow Projections Concept Report
27-Jul-17**

	Fund Balance	Revenues	Expenses	Notes
Beginning Balance	\$1,620,288			<i>Updated balance as of 6/30/17</i>
FUND BALANCES AND FY17 - FY18 ANTICIPATED REVENUES				
LWCF-OSLAD Grant Reimbursement Anticipated		\$750,000		<i>LWCF-Reimbursement</i>
Trail Improvements (Blackberry Trails Bond & US 30 Land Sale Proceeds)		\$38,177		<i>Escrow and Land Sale Proceeds</i>
KC Hwy. Department - Tree Mitigation - Henneberry Restoration Project		\$70,000		<i>Reimbursement</i>
NFWF - TCF-Henneberry Restoration Grant		\$15,000		<i>Reimbursement</i>
The Morton Arboretum - US Forest Service Urban Tree Grant		\$12,000		<i>TBD</i>
TCF - Ellis Pond Restoration Project Grant		\$4,000		<i>Proposed</i>
Total Capital Funds Available / Anticipated	\$2,509,465			
FY17 EXPENSES				
Capital Projects and Expenses				
Land Acquisition - Little Rock Creek-Maramech Addition			\$740,000	<i>Reimbursible-LWCF</i>
Little Rock Creek - Acquisition Project Professional Services			\$10,000	<i>Reimbursible-LWCF</i>
Cropland Conversion (Henneberry)			\$106,363	<i>Semper Fi Land Contract Balance</i>
Preserve Improvements (USF&WS - INPC - TCF Grants Match for Maramech, Tucker Fen and Ellis Pond)			\$15,000	<i>Restoration Projects</i>
Charles Schrader & Assoc. - Grants Consultant			\$5,374	<i>2 quarterly payments</i>
HLR Engineering - Millbrook Permit - Contract Balance			\$19,569	<i>Balance on contract</i>
Coffman Truck Sales (1-ton dump truck)			\$49,304	<i>Balance on contract</i>
Hoover Water Heater/Softener Replacements			\$7,490	<i>Hobson Plumbing</i>
Trail Improvements (Harris FP and Blackberry Trails FP)			\$6,200	<i>Wehrli/Stonehill</i>
Harris Shop Roof Repairs			\$4,700	<i>URC</i>
Hoover Fuel Tank Refurbishing			\$2,771	<i>FS Grainco</i>
Hoover Capital Projects Contingency (Alarm Wire and Water Line Shut-off Valve Repairs)			\$10,000	<i>Contingency</i>
FUTURE PROJECT COMMITMENTS				
Millbrook Bridge Improvements or Demolition			\$300,000	<i>Actual est. TBD-HLR</i>
Cropland Conversion (Fox River Bluffs)			\$500,000	<i>100 acres @ \$5000</i>
Preserve(s) Access Projects Contingency			\$300,000	<i>Matching Funds</i>
Land Acquisition - Henneberry FP			\$65,000	<i>5-acres @ \$12,000</i>
Total Capital Project Expenses			\$2,141,771	
2007 Series Anticipated Fund Balance	\$367,695			

Other Capital Funding Sources				
Land-Cash Fund Balance		\$59,664		<i>Land Cash Fund Balance as of 6/30/17</i>
Series 2009 Capital Projects (Fund 290) Fund		\$19,594		<i>Funds allocated to 1-ton dump truck purchase</i>
Limited Tax Obligation Bond Issuance		\$350,000		<i>Future consideration</i>

FY 17-18 Capital Budget Priorities for Discussion				
FY17-18 Capital Budget Priorities				Notes
Administration (Fees)	\$3,000			Increased costs for annual reporting
Professional Services - Grants Consultant	\$10,000			Charles Shrader & Associates
Capital Equipment Contingency	\$50,000			
Trails and Roads Improvements Contingency	\$40,000			
Natural Area Restoration Projects Contingency	\$20,000			Matching funds for grants
Phase II Archaeological Survey - Millbrook South (TBD)	\$20,000			Needed for RTP Grant
Hoover Forest Preserve and Building Improvements Contingency	\$20,000			
Ellis House Roof Replacement	\$60,000			Steel roof bid alternate
Fox River Bluffs - Restoration & Access	\$0			FY 19-20
Henneberry Woods Tree Mitigation Project	\$0			Maintenance years 2-5 (2019-2022)
Little Rock Creek FP Access	\$0			FY 20-21
Structure Demolition Projects Contingency	\$40,000			Hoover; Henneberry
Preserve Master Planning (Fox River Bluffs / P&P)	\$30,000			Fox River Bluffs / P&P
Total	\$293,000			

David Guritz

From: Christopher Alcalde [calcalde@omnitrax.com]
Sent: Wednesday, July 19, 2017 4:56 PM
To: David Guritz
Cc: Kelle Williams; Lucy McDonald
Subject: Kendall County, Illinois Railway Crossing Usage Audit
Attachments: IR - Kendall County Crossing Costs.pdf; 221296 Kendall County Forest Preserve District APPROVED-02-24-10 .pdf

Mr. Guritz,

Hope this finds you well. Through an audit of the Illinois Railway (IR) we have identified usage of a grade crossing which OmniTRAX had repaired. Per the attached agreement, between OmniTRAX and Kendall County, the repairs took place as part of an arrangement made for the usage of the grade crossing of the IR line, for which OmniTRAX has not yet been reimbursed for. The Hoover Forest Preserve, U.S. DOT Crossing Number 065-039J, is located at Milepost No. 51.45 on IR's Ottawa Subdivision. Furthermore, we have identified back rent dated back from 6/1/2008 through 5/31/2014.

OmniTRAX would like to have this matter taken care of as expeditiously as possible. Does Thursday or Friday work so that we may discuss this on a call?

Thank you,

CHRISTOPHER ALCALDE

calcalde@omniTRAX.com

o: 303.398.0306

f: 866.776.1056

252 CLAYTON STREET, 4th FLOOR, DENVER CO 80206

www.OmniTRAX.com

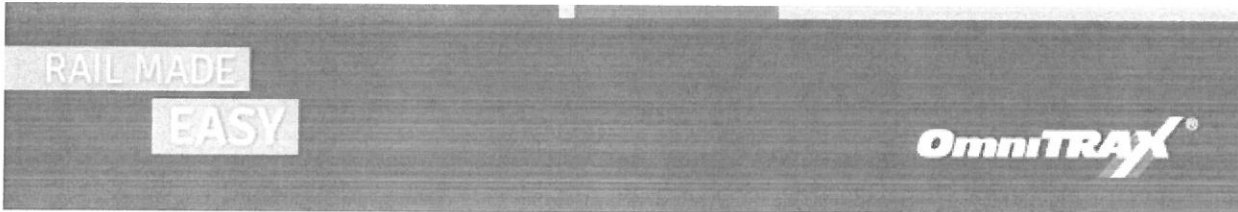


Exhibit A

Railroad: Illinois Railway
 Project: Kendall County Crossing, DOT # 065-039J
 Subdivision: Ottawa
 Start Date: TBD

8/8/12

Detailed Cost Estimates

LABOR

Employees	Quantity	S/T Rate	O/T Rate	Total Reg	Total O.T	Cost
Project Manager	1	\$ 50.69	\$ 76.04	20	0	\$ 1,013.80
Work Train	1	\$ 57.54	\$ 86.31	10	0	\$ 575.40
Total Hours				30.00	-	
Total Labor						\$ 1,589.20

OTHER COSTS / MATERIAL

Contract Services	Unit Costs	Quantity	Cost
Contract Crossing Construction	\$ 5,000.00	5 day	\$ 25,000.00
	\$ -	0	\$ -
	\$ -	0	\$ -
	\$ -	0	\$ -
Total Contract Services			\$ 25,000.00

Materials	Unit Costs	Quantity	Cost
Cross ties, 7" x 9" x 8'6"	\$ 48.00	200 each	\$ 9,600.00
Cross ties, 7" x 9" x 10'	\$ 80.00	40 each	\$ 3,200.00
Rail, 132 #, # 1 Relay	\$ 25.00	156 linear feet	\$ 3,900.00
Compromise Bars, 132/131	\$ 450.00	4 pair	\$ 1,800.00
Field Welds, 132#	\$ 225.00	2 each	\$ 450.00
Tie Plate, 132 #	\$ 12.00	50 each	\$ 600.00
Track Bolts, 1" x 6", new	\$ 2.50	24 each	\$ 60.00
Rail Anchors, 6" base	\$ 2.20	468 each	\$ 1,029.60
Spikes, 5/8" x 6", Prime	\$ 75.00	12 keg, 100#	\$ 900.00
Ballast, AREA # 4	\$ 28.00	200 ton	\$ 5,600.00
Sub-Ballast	\$ 16.00	50 ton	\$ 800.00
Perforated Drainage Pipe	\$ 7.50	100 feet	\$ 750.00
PVC Pipe, 6", Heavy gage	\$ 5.00	50 feet	\$ 250.00
Concrete Crossing Panels, 132#	\$ 225.00	33 feet	\$ 7,312.50
Total Materials			\$ 36,252.10

Equipment Expense	Unit Costs	Quantity	Cost
Manager Vehicle	\$ 50.00	5 day, inc maint. fuel & lease	\$ 250.00
Work Train	\$ 75.00	10 hour	\$ 750.00
Total Equipment			\$ 1,000.00

Subtotal	\$ 63,841.30
GST	\$ -
Sales Tax	\$ 2,498.00
TOTAL	\$ 66,339.30

PUBLIC ROAD CROSSING LICENSE

THIS PUBLIC ROAD CROSSING LICENSE is made this ___ day of _____ 2012 by and between the **Illinois Railway, Inc.** (hereinafter "Licensor") and **Kendall County Forest Preserve District** (hereinafter "Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties".

RECITALS:

Licensee desires the construction, maintenance and use of a public road crossing (hereinafter "Road Crossing"), consisting of gravel, asphalt, or concrete roadway approaches, a 32 foot wide asphalt, crossing surface and all appurtenances thereto, including but not limited to any gates, cattle guards, stop signs, identification signs, drainage facilities, on, over and across the Licensor's right of way and tracks at the Kendall County Forest Preserve, located at Mile Post 49.4, at or near Yorkville, in Kendall County, Illinois, in the location shown on the attached print marked Exhibit A, attached and incorporated herein.

Licensor is willing to grant Licensee a license to use Licensor's right-of-way, subject to the terms and conditions set forth below.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

ARTICLE I. LICENSOR GRANTS LICENSE

A. Licensor grants Licensee a license to use that portion of the Licensor's right-of-way for a roadway and to cross its right of way and tracks at the location shown on Exhibit A, subject to the terms and conditions set forth herein. In consideration of the license and permission granted herein, Licensee agrees to observe and abide by the terms and conditions of this License and to pay to the Licensor a licensee fee of One Thousand Two Hundred Dollars (\$1,200.00) for each and every year during the term of this License or any renewal of it. Licensor will not execute this License until it receives a signed agreement from Licensee and in no event is entry under this License permitted until Licensor has executed it.

B. The payment by Licensee of any sum(s) in advance shall not create an irrevocable license for the period for which the same is/are paid. Licensor reserves the right to periodically adjust the rent herein at any time, by giving notice at any time, independent of the term of this License of such adjustment to Licensee at least thirty (30) days prior to the effective date of such adjustment. Occupation of the Road Crossing by Licensee after such effective date shall be at such adjusted rent.

C. Licensee shall pay to Licensor an additional sum of money equal to one and one half percent (1.5%) per month (18% per annum) of the total unpaid license fee stated above, any adjusted license fee due pursuant to Article I B, and any additional charges provided for in this License in the event said license fee, adjusted license fee or additional charges is not received by

Licensors within thirty (30) days from the date it is due and payable. The finance charge continues to accrue daily until the date payment is received by Licensor, not the date payment is made or the date postmarked on the payment.

D. If Licensor, at its sole discretion, uses a collection agency or attorneys to collect any delinquent license fee, adjusted license fee, additional charges or finance charges, and Licensor is successful in collecting such charges, Licensee shall reimburse Licensor for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.

ARTICLE II. CONSTRUCTION OF ROAD CROSSING

A. Subject to applicable law and/or appropriate order, Licensor shall furnish the materials for and install the portion of the Road Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail and raise, or cause to be raised, any interfering wire line of Licensor. In performing this work, Licensor, acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor for the Licensor's cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools.

B. Licensee, at its sole cost and expense, shall furnish all labor and material and perform all grading and surfacing work necessary for the construction, maintenance, repair or renewal of the remaining portion of the Road Crossing and install any and all appurtenant gates, fences, cattle guards, drainage facilities, traffic signs, and traffic devices shown on Exhibit A. Plans for construction shall be approved in advance by Licensor in writing and the construction work shall be done to the satisfaction of Licensor. Prior to entry on Licensor's property to do its work on construction, Licensee shall contact Licensor's Chief Engineer or agent for approval, in writing, of Licensee's plan for construction and to arrange for necessary flaggers and safety supervisors, at Licensee's sole cost and expense.

ARTICLE III. ROADWAY TO SERVE AS PUBLIC CROSSING

The Road Crossing serves as a public crossing pursuant to letter attached as exhibit B.

ARTICLE IV. USE

Licensee shall have no right to use or cross any other portion of Licensor's property, unless by separate agreement, or to use the Road Crossing for any purposes other than as expressly permitted herein, and Licensee, as a further consideration, cause and condition without which this License would not have been granted, agrees to restrict its use to those purposes.

Licensee shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger rail operations or facilities.

ARTICLE V. SIGHTING AT CROSSING

Where Licensee's property adjoins Licensor's property, in the vicinity of the Road Crossing, Licensee shall keep its property free of bushes, trees, weeds, vegetations and all other obstructions of any kind that could interfere with a motor vehicle operator sighting an approaching train.

Licensee acknowledges that Licensor has no obligation or duty to reduce the speed of its trains, nor alter its operations in any manner, owing to the presence or existence of the Road Crossing or other use or exercise of the license granted herein. Licensee assumes, at its own risk and expense, sole responsibility for determining if any signs, signals or other warning devices are necessary or appropriate for the safety of persons using the Road Crossing and specifically acknowledges that Licensor has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the Road Crossing is presently or hereafter required by law or by competent public authority, or is otherwise requested by Licensee, same shall conform to any then currently applicable practices of Licensor for such devices as to design, material and workmanship and all costs incurred by Licensor related to the installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by Licensee.

ARTICLE VI. INSURANCE

Licensee shall purchase and maintain insurance as specified below covering the Road Crossing, all the work and services to be performed hereunder, and all obligations assumed hereunder, from effective date of this License until termination, unless duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X or better by A. M. Best Company:

A. **Workers Compensation and Employers Liability Insurance** providing statutory workers compensation benefits mandated under applicable state law and employers' liability insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease and \$1,000,000 policy limit for bodily injury by disease.

B. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office ("ISO") policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability and Contractual Liability insurance. Any and all General Liability policies procured by Licensee shall be amended to delete any and all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, railroad track, railroad bridge, trestle or tunnel (Railroad Protective Liability Insurance may be substituted for Commercial General Liability Insurance as long as the equivalent coverage is provided).

C. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on ISO policy forms referred to as Business Automobile Policy ("BAP") to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee.

D. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander. Policy coverage is to be at least as broad as primary coverages and include, but not be limited to, Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability, and Contractual Liability insurance. Completed Operations coverage is to be maintained for a period of no less than three (3) years after the termination or cancellation of this License.

E. All insurance required of Licensee with the exception of Workers Compensation and Employers Liability shall include Licensor and any subsidiary, management company, parent, owners and affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, shareholders, employees, agents, contractors and any third party railroad permitted by Licensor to use Licensor's facilities as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates.

F. All insurance shall provide a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

G. Licensee shall file with Licensor and its affiliates on or before the effective date of this License a valid Certificate of Insurance for all required insurance policies. Each certificate shall identify Licensor, its affiliates and other required parties as set forth above as additional insured and state that Licensor and its affiliates will receive a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Prior to expiration of such insurance, Licensee shall supply updated Certificates of Insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the original Certificates.

H. Licensee hereby waives all rights of subrogation against Licensor, its affiliates and other required parties as set forth above for damages to the extent covered by insurance. All insurance policies of Licensee shall allow that any release from liability of or waiver of claim for recovery from any other party entered into in writing by Licensee prior to any loss or damage shall not affect the validity of said policy(ies) or the right of the insured or insureds to recover under them.

I. In the event that installation or maintenance of the Road Crossing is to be performed by a private contractor, such contractor shall execute Licensor's standard agreement for right of entry and use of premises and provide evidence of insurance coverage as specified in such agreement.

ARTICLE VII. TERM

This License shall take effect as of March 1, 2010 and, unless sooner terminated as hereinafter provided, shall continue in force so long as such use as herein defined continues. Notwithstanding the foregoing, either Party may terminate this Agreement, for any reason, upon giving not less than thirty (30) days written notice to the other Party. Termination of this Agreement shall not affect any liabilities or obligations of the Parties which accrued prior to such termination.

ARTICLE VIII. INDEMNITY

A. Licensee acknowledges that persons and property on or near the Road Crossing, whether during construction, installation, use, maintenance or relocation are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others, and Licensee accepts this License subject to such dangers.

B. LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY AND SAVE HARMLESS LICENSOR AND ANY SUBSIDIARY, MANAGEMENT COMPANY, PARENT, OWNERS AND AFFILIATES OF LICENSOR, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE, OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, EXCEPT TO THE EXTENT CAUSED BY THE SOLE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION. LICENSEE FURTHER AGREES TO RELEASE AND INDEMNIFY AND SAVE HARMLESS THE INDEMNITEES FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH THIS LICENSE IS TO BE GRANTED, EXCEPT TO THE EXTENT CAUSED BY THE SOLE,

GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION.

C. THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY HEREIN ASSUMED BY LICENSEE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKMEN'S COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.

D. LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION HEREUNDER ARISING. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE ROAD CROSSING.

E. AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

ARTICLE IX. ADDITIONAL PROVISIONS

A. Crossing Maintenance Subject to applicable law, Licensee shall be responsible for the cost of any and all maintenance necessary on the Road Crossing and any and all appurtenances thereto. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the sole cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.

B. Restoration Upon termination of this License, Licensor shall have the option to promptly remove the Road Crossing from Licensor's property, and restore said property to its prior condition, or a condition satisfactory to Licensor's authorized representative all at the sole cost and expense of Licensee. Licensor acting as the agent of Licensee, may perform such restoration as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools.

C. Assignment This License and all of the provisions herein contained shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Licensee agrees not to assign this License or any interest therein, without the consent of Licensor in writing, which consent shall not be unreasonably withheld, and any and every attempted assignment without prior written consent shall be void and of no effect. In the event of any assignment, Licensee shall at all times remain fully responsible and liable for the compliance of all of its obligations under the terms, provisions and covenants of this License.

D. Liens Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction, maintenance, repair or renewal of the Road Crossing, and agrees to immediately satisfy any liens so placed.

E. Temporary Closure In the event of an emergency or hazard, at the sole discretion of Licensor, Licensor may temporarily close the Road Crossing to respond to emergency or hazard.

F. Exhibits All exhibits attached hereto are incorporated as if fully set forth herein.

G. Notice Notice required under this License shall be deemed given when deposited in the U.S. Mail, postage prepaid, at the address set forth below:

Licensor: Illinois Railway, Inc.
c/o LandRail, L.L.C.
Attn: Director – Real Estate
252 Clayton Street
Denver, Colorado 80206

Licensee: Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560
Attn: Jason Petit - Director

I. Venue This License shall be governed under the laws of the State of Colorado, and venue shall be proper in the federal or state court of that State for any action arising under the terms of this License or performance thereof.

J. Currency Unless otherwise indicated, all currencies and amounts shown on this Agreement are in U.S. dollars.

IN WITNESS WHEREOF, the Parties have caused this License to be executed in duplicate as of the date of execution as set forth below:

Licensor: Illinois Railway, Inc., Acting
through its agent LandRail, L.L.C.

Licensee: Kendall County Forest Preserve
District

By: _____

By: _____

Printed name: _____

Printed name: _____

Title: _____

Title: _____

Date: _____

Date: _____

— Proposal —

STONEHILL LANDSCAPING, INC.

62 Stonehill Rd, Unit R
Oswego, Illinois 60543

(630) 554-3700
Fax (630) 554-0500

6875 Reservation Road
Yorkville, Illinois 60560

PROPOSAL SUBMITTED TO: Kim Olson		PHONE 630-774-0520	DATE June 16, 2017
STREET		JOB NAME	
CITY, STATE AND ZIP		JOB LOCATION Kendall County Forest Preserve	
ARCHITECT	DATE OF PLANS	JOB PHONE	

WE HERBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

QUNATITY

STONE BASE	1. Install 60 to 70 feet of 24" culvert Install 3" of asphalt 120 x 10 Install rip rap on south side of path Approx.. 55 feet \$ 12,000.00
ASPHALT	2. By garbage cans 40 x 20 Remove old asphalt & base Install 8" of asphalt 6" of binder asphalt 2" of surface asphalt. \$4,000.00
SEALCOATING	
STRIPING	3. Black berry trails Fill low areas with asphalt Install 3" of asphalt. \$2,400.00
EXCAVATING	
LAWN MOWING	
EDGING	4. Repair trail by bridge 15 x 12 \$1,800.00
TREE & BUSH TRIMMING	
MULCH	***This is prevailing wage jobs****
FERTILIZER	
SPRING CLEAN UP	
FALL CLEAN UP	
TREE & BUSH PLANTING	
BRICK PAVERS	

Total - \$4,200

We Propose hereby to furnish material and labor - complete in accordance with above with above specifications for the sum of.

Twenty thousand two hundred *Four thousand two hundred* Dollars (\$ ~~20,200.00~~ *\$4200*)

Payment to be made as follows:

PAYMENT UPON COMPLETION

A finance charge of 1.5% per month will be added on accounts over 30 days past due. This is an annual percentage of 18%.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will be an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond control. Owner to carry fire, tornado and other necessary insurances. Our workers are fully covered by Workman's compensation Insurance.

Authorized
Signature _____

Note: this proposal may
be withdrawn by us if not accepted within _____ days

Acceptance of Proposal - The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____