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THIS AGREEMENT entered into this 18th day of FEBRUARY 1987, by and between the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware Corporation, hereinafter referred to as "Railroad" and COMMONWEALTH EDISON COMPANY, a corporation organized and doing business under the laws of the State of Illinois, hereinafter referred to as the "Company";

WITNESSETH

For and in consideration of the principal sum of ONE MILLION NINE HUNDRED THOUSAND AND NO/100 (\$1,900,000.00) DOLLARS to be paid in 4 installments as follows: The 1st installment of \$500,000.00 upon execution and delivery of this agreement; the 2nd \$500,000.00 on the First anniversary; the 3rd \$500,000.00 on the 2nd anniversary and the 4th installment of \$400,000.00 on the 3rd anniversary, together with interest on the unpaid balance to be computed from the date said 1st installment is paid to Railroad at the rate of 10% per annum and payable on the date that each of the last 3 installments are paid, and the covenants and agreements hereinafter provided, the Railroad hereby grants to Company an Easement to construct, operate, maintain, and reconstruct the Company's existing facilities and future facilities, as hereinafter described, for the sole purpose of establishing and operating lines and facilities overhead and underground for the transmission and distribution of electric energy (hereinafter called "facilities") from time to time in the furtherance of its business purposes, upon, along, across, above and beneath in and on a ten (10) foot strip along the Railroad's right of way together with the right of ingress to and egress from over property of the Railroad adjoining said ten (10) foot strip as a means of vehicular access to the facilities located on said ten (10) foot strip for construction and maintenance purposes and with all presently existing facilities on said right of way including overhang as described in Exhibit "A" attached hereto and made a part hereof, all upon the following terms and conditions:

1. Present agreements, describing and locating existing facilities are listed on Exhibit "B" attached hereto and made a part hereof by reference. The terms and provisions of said agreements are hereby superseded, and all of the Company's installations on the Railroad's right of way pursuant to Agreements listed in said Exhibit "B" shall be deemed to be included in this Easement and

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

Return To :

Thomas S. Dal Compo, Legal Asst.
Shelsky & Froelich Ltd.
444 N. Michigan Ave., Suite 2500
Chicago, Illinois 60611

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to be approved by the Railroad's Vice President and Chief Engineer and to be in compliance with all other provisions of this Easement. Supplemental agreements which describe and locate future facilities of Company shall become a part of this Easement and shall be incorporated herein when approved by Railroad after application is made by Company on the Supplemental Agreement form attached hereto as Exhibit "C". Payments set out herein and agreed to shall apply only to the existing facilities of the Company now located on the Railroad's right of way as stated on Exhibit "B" and reconstruction and modification thereto, (including voltage changes) and shall have no application to new installations requested on Exhibit "C" and not located on the easement described herein on Exhibit "A". Said new installations will require an additional one-time charge.

2. Prior to the construction or installation of any of Company's facilities which are not presently installed and requested by an Exhibit "C" application, Company shall submit to Railroad's Vice President and Chief Engineer, for his review, all engineering drawings, which drawings shall show the full and complete layout of the facilities, together with all plans and specifications. It is understood that the Railroad shall have the right but not the duty to review the aforesaid plans prior to the commencement of any work and issue written consent or rejection within a reasonable time after receipt of the plans and specifications of the proposed line. All structures, supporting wires, and any anchors, guy rods, guy wires, or other necessary appurtenances, along with all underground cables, pipes, and conduits, and all such other facilities as Company may from time to time install or construct on said property shall be placed at a location satisfactory to said Vice President and Chief Engineer or his authorized representatives. All work done by Company in and upon the property shall be under the general supervision of and subject to the approval of said representatives who shall be in charge of the work. Company facilities shall be constructed and maintained in accordance with specifications of the public authority of the State of Illinois, the United States Government, and all other government agencies, municipal, state and federal, the National Electric Safety Code and American Association of Railroad Standards. No additions, changes or alterations in the presently existing

facilities, other than routine maintenance, repairs and replacements, shall be made without the prior written consent of the Vice President and Chief Engineer. Such consent shall not be withheld unless the changes, additions, or alterations interfere with the Railroad's present or planned operation, nor shall such consent be unreasonably withheld. In the event the Railroad shall subsequently cease to operate its trackage as a railroad at a location covered by an Exhibit "A" or an Exhibit "C" application, abandons or conveys the property at such location, such railroad approval shall no longer be required, nor shall such approval right be assigned to subsequent Purchaser of the property at such location, except in the case of sale of right of way to another Railroad.

3. All underground facilities shall be installed to a depth of no less than 42 inches below ground level; provided, however, where such facilities cross underneath Railroad tracks, the depth of such facilities shall be no less than 48 inches under the bed of drainage ditches and 60 inches below the bottom of the railroad ties. New installations must meet or exceed specifications of the public authority of the State of Illinois or the National Electric Code and Railroad's standards in effect at that time. In no case shall any part of the facilities be located in a manner that will interfere with the operation of the Railroad, or in any way or manner reduce the view to highway or interfere with street crossing protection facilities, or interfere with the signal facilities or signal circuits of the Railroad.

4. In the event Company's facilities located on Railroad property shall in any way interfere with Railroad's signal circuits, communication circuits, or microwave system, then and in that event, Company shall, at its own expense, install and maintain such protective equipment and devices as the Railroad may require in accordance with best engineering solution for proper protection of the Railroad's facilities. It is further understood and agreed that if the facilities to be installed by Company on Railroad property shall at any time require the Railroad to protect its signal circuits and communication facilities whether now existing or as may be hereafter constructed by Railroad from any effects from Company's parallel lines, or other installations now existing or to be made by Company on Railroad property, the Company shall

bear the entire expense thereof. The Railroad's remedy may consist of, but not be limited to, such methods as breaking the parallel length by means of repeaters, addition of isolating or neutralizing transformers, substitution of shielded cables or coded track circuits for open wire circuits, microwave, and other relocations.

5. The Company shall have the right to trim or remove, as necessary, all trees or branches, within the described easement strip, or any and all other trees within the Railroad's right of way that may endanger the operation of Company's facilities.

6. This easement is subject to the rights of the Railroad, including its Railroad successors and Railroad assigns, to continue to use, occupy and enjoy any and all of the property covered by this Easement and the use of all tracks, facilities, and other structures upon or beneath the surface of, or above, the property. Should Railroad deem it necessary or appropriate, in order to continue the operation of the Railroad, to renew, replace, repair, or alter any of its tracks, structures, properties, facilities or appurtenances, or to construct new ones, or change the operation of its tracks, structures, facilities, or appurtenances for Railroad purposes, and in connection therewith the same shall require a relocation or change of any facilities installed by Company hereunder, the Company shall as soon as possible complete, at its sole risk, cost and expense, all changes or relocations, to the satisfaction of the authorized representative of the Railroad. It is understood that such relocation shall be made to some location on Railroad's property, if reasonably available. It is understood, however, that in the event Company requests Railroad to alter its facilities in order to eliminate the necessity of requiring change or relocation of Company's facilities and Railroad, at its sole discretion, agrees to alter its facilities, Railroad shall perform all work necessary for the alteration of its facilities at the sole cost and expense of Company, and Company shall reimburse Railroad in an amount equal to the additional cost resulting from such alteration immediately upon presentation of a bill:

Company shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that is proposed to undertake any construction or maintenance work and in the event of an emergency shall

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notify Railroad as soon as possible.

Should any Company facilities require repair, or renewal, Company shall as soon as possible, make such repair or renewal at its own expense. Railroad shall have the right, but not the duty, to require Company to make such repair or renewal. Such right shall terminate upon discontinuance of Railroad's operation.

7. Cost and expense for work performed by Railroad Company, as referred to in this Easement, shall consist of the actual cost of labor and materials plus Railroad Company's standard additives in effect at the time the work is performed.

8. Company, as a further consideration and as a condition without which this Easement would not have been issued, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons, invitees and Licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expenses, attorney's fees and costs incurred or sustained by the Railroad) arising from growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this easement 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 by or on behalf of Company on or in the vicinity of the area covered by this Easement unless caused solely by the negligence of Railroad, its officers, employees and agents. Company agrees also to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees, from all liability to Company, its officers, employees, agents or patrons, resulting from Railroad operations at or near the area in which the Easement is granted, unless the death, injury or damage resulting therefrom shall be due solely to the negligence of the Railroad, its officers, employees or agents. Provided however, anything to the contrary notwithstanding, Company shall release and indemnify and save harmless Railroad, its officers, employees and agents, for any damage to the property of Company, its officers, employees or agents, regardless of the negligence of Railroad, its officers, employees or

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agents. At the election of Railroad, the Company, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

9. All facilities to be installed by Company under this Easement shall remain personal property of the Company and in no way covered by the lien of the Railroad Mortgage Indenture dated November 1, 1949 to Morgan Guaranty Trust Company of New York, and Company shall pay all taxes, fees and assessments levied on said facilities or levied on Railroad's property because of this Easement or because of the installation of any structures hereunder.

10. It is expressly understood Railroad does not warrant title to the premises and Company accepts the grants of privileges contained herein subject to all lawful outstanding existing liens and superior right, in and to said premises, including but not limited to the Railroad's Mortgage Indenture dated November 1, 1949, to Morgan Guaranty Trust Company of New York and all leases, licenses and easements granted to others, prior to installation of facilities pursuant to Agreements listed in Exhibit "B".

Company agrees it shall not have or make any claim against Railroad for damage on account of any deficiency in title of the land in the event of failure or insufficiency of such title and the remedy of Company shall be the right to the return of a portion of the consideration paid hereunder, based on the portion of the facilities which must be removed from the coverage of this Easement; except, however, that Railroad will first defend all suits to oust Railroad and/or Company from said Easement, at Railroad's sole cost and expense.

11. Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used, or method of construction, reconstruction or maintenance, shall not be construed as an admission of responsibility by Railroad or as a waiver or any of the obligations of Company under this easement.

12. This easement shall be binding on the successors and assigns of the parties hereto, but no assignment by Company, its successors, legal representatives or assigns, shall be binding upon Railroad without its prior written consent in each instance, provided that such consent shall not be withheld by the Railroad if Company is conveying, through merger, sale, or otherwise, all of its utility properties to a corporation which prior thereto has operated an electric or gas public utility and which plans to continue said operations.

13. The Easement herein granted shall continue in force and effect until abandoned by Company. In the event of termination, Company shall, at its own sole risk and expense, remove all of its facilities from Railroad's property and restore the premises to a neat and safe condition. In the event of partial termination, Company shall, at its own sole risk and expense, remove all of its facilities from Railroad's property at a particular location and restore the premises to a neat and safe condition.

14. Any installation made under Exhibit "A" or on Exhibit "C" application, must fit in width, including crossarms, entirely within the ten (10) foot easement strip and may not project out of such strip upon adjoining Railroad property.

15. In the event Company purchases from Railroad any of said land over which an easement is herein granted, then a proportionate share of the easement fee herein paid shall be applied against the purchase of said land being purchased by Company.

16. The Railroad hereby affirms, to the extent possible, all easement and conveyances heretofore given by the Railroad to the Company which have not expired or have not been revoked. If there is any area along the existing electric lines of Company which are not now located within the Railroad right of way but are located on land adjacent to Railroad right of way then this Easement shall be interpreted to include an easement ten (10) feet in width along the edge of the right of way and which will permit the installation of Company's electric facilities within the existing right of way in the event the Company is required or desires to remove said facilities from the said adjacent area.

17. This Easement Grant is subject to the approval of the Illinois Commerce Commission and in the event the Illinois Commerce Commission fails to approve this Easement Grant, or has not acted on or before May 1, 1981, there shall be no liability on the part of Railroad and this Easement Grant shall become null and void and of no further force and effect and any consideration paid by Company shall be refunded. At the time of closing, Railroad shall provide Company with a copy of the Illinois Commerce Commission's approval.

Promptly after execution of this Easement Grant, and in no event more than ninety (90) days from the date of this Easement, Railroad shall at its sole cost apply for, and thereafter actively pursue, Illinois Commerce Commission approval. Company shall execute such documents and perform such

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other acts at no cost to Company as Railroad may reasonably require in connection with said application and the prosecution of the same.

If administrative review is taken from the Illinois Commerce Commission order, Railroad shall promptly so notify Company. Such administrative review shall stay termination of this Easement Grant.

Railroad shall deliver to Company a copy of the final judgement or order on administrative review at the trial court level and if such judgement or other order be appealed, a copy of the decision at the appellate court level and any final judgement or order from subsequent proceedings held pursuant thereto.

A final trial court level administrative review judgement or other order adverse to completion of the transaction which is subject of this Easement Grant shall terminate this Easement Grant unless such trial court level final judgement or other order is appealed in which case termination shall be stayed pending completion of the appeal and any subsequent proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Easement in duplicate, the day and year first above written.

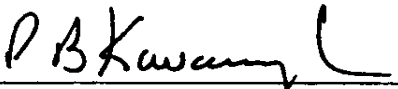
ILLINOIS CENTRAL GULF RAILROAD COMPANY

BY: 
Vice President - Real Estate

Attest:


Assistant Secretary

COMMONWEALTH EDISON COMPANY

BY: 
Vice-President

ATTEST:



Title: ASSISTANT SECRETARY

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13. The easement herein granted shall continue in force and effect until abandoned by Company. In the event of termination, Company shall, at its own sole risk and expense, remove all of its facilities from Railroad's property and restore the premises to a neat and safe condition. In the event of partial termination, Company shall at its own sole risk and expense, remove all of its facilities from Railroad's property at the particular location and restore the premises to a neat and safe condition.

14. Any installation made under Exhibit "A" or on Exhibit "C" application, must fit in width, including crossarms, entirely within the ten-foot (10-ft.) easement strip and may not project out of such strip upon adjoining Railroad property.

15. In the event Company purchases from Railroad any of said land over which an easement is herein granted, then a proportionate share of the easement fee herein paid shall be applied against the purchase of said land being purchased by Company.

16. The Railroad hereby affirms, to the extent possible, all easement and conveyances heretofore given by the Railroad to the Company which have not expired or have not been revoked. If there is any area along the existing electric lines of Company which are not now located within the Railroad right-of-way, but are located on land adjacent to the Railroad right-of-way, then this Agreement shall be interpreted to include an easement ten (10) feet in width along the edge of the right-of-way and which will permit the installation of Company's electric facilities within the existing right-of-way in the event the Company is required or desires to remove said facilities from the said adjacent area.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, the day and year first above written.

ILLINOIS CENTRAL GULF RAILROAD COMPANY
By _____
Vice President of Real Estate

ATTEST:

Assistant Secretary

COMMONWEALTH EDISON COMPANY
By _____
Title:

ATTEST:

Title:

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| |
|-------------------|
| EDISON APPROVALS |
| AS TO FORM |
| DIVISION ENG. |
| TRANSMISSION ENG. |
| REAL ESTATE DEPT. |
| R.E. PROJECTS |

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EXHIBIT "B"

| <u>Agreement No.</u> | <u>Enc. No.</u> | <u>Date</u> | <u>Location</u> |
|----------------------|-----------------|-------------|--------------------------|
| 1.) 628 | IN-239 | 5-16-63 | Rockford |
| 2.) 1426 | J-72 | 6-28-34 | Joliet |
| 3.) 1436 | S-39 | 9-18-45 | Streator-Wenona |
| 4.) 2407 | J-74 | 11-1-34 | Joliet-Dwight |
| 5.) 4527 | D-272 | 6-7-49 | Forest View (Glenn) |
| 6.) 4649 | J-134 | 7-25-49 | Lemont |
| 7.) 4891 | S-70 | 11-3-75 | Dwight |
| 8.) 4929 | D-178 | 5-27-41 | Forest View (Glenn Yard) |
| 9.) 5257 | D-430 | 1-14-63 | Forest View |
| 10.) 5414 | R-27 | 1-24-40 | Pontiac-Ocoya |
| 11.) 6462 | J-250 | 4-15-47 | Summit |
| 12.) 7371 | J-155 | 10-22-53 | Lemont |
| 13.) 8264 | J-73 | 11-6-34 | Coal City |
| 14.) 9578 | D-236 | 7-27-46 | Summit (Argo) |
| 15.) 10375 | S-72 | 5-13-80 | Pontiac |
| 16.) 17097 | | 10-11-63 | Chicago (Central) |
| 17.) 18784 | D-451 | 3-22-65 | Summit |
| 18.) 19005 | S-38 | 12-30-12 | Rutland-Wenona |
| 19.) 19024 | IN-40A | 1-23-13 | Mendota-Freeport |
| 20.) 19136 | S-17 | 3-11-13 | Lostant-Tonica |
| 21.) 19819 | J-236 | 4-17-67 | Coal City |
| 22.) 20197 | IN-40B | 12-10-13 | Mendota-Freeport |
| 23.) 20440 | IN-40C | 6-25-14 | Mendota-Freeport |
| 24.) 20453 | T-148 | 7-8-68 | Joliet |
| 25.) 20616 | S-63 | 11-21-68 | Pontiac |
| 26.) 21160 | S-66 | 3-11-70 | Streator |
| 27.) 21900 | S-67 | 2-14-72 | Odell |
| 28.) 23913 | R-5 | 10-4-18 | Pontiac |

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EXHIBIT "B" (Con't)

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| <u>Agreement No.</u> | <u>Enc. No.</u> | <u>Date</u> | <u>Location</u> |
|----------------------|-----------------|-------------|---------------------------|
| 29.) 24414 | IN-39 | 5-16-19 | Nora-Warren |
| 30.) 27080 | IN-37 | 4-20-23 | Freeport |
| 31.) 27653 | IN-36 | 10-10-23 | Freeport-Eleroy |
| 32.) 27901 | IN-34 | 1-3-24 | Freeport |
| 33.) 34232 | S-11 | 3-11-27 | Tonica |
| 34.) 39570 | | 7-3-31 | Chicago (Central) |
| 35.) 40254 | IN-33 | 6-4-32 | Warren-Apple River |
| 36.) 40380 | IN-123 | 6-15-32 | Apple River-Scales Mound |
| 37.) 46001 | S-30 | 3-15-37 | Rutland-Minonk |
| 38.) 51257 | F-94 | 4-22-41 | Harvey |
| 39.) 52366 | D-192 | 1-16-42 | Chicago-Hillside |
| 40.) 52452 | | 1-12-42 | Chicago (Central) |
| 41.) 56791 | F-117 | 5-16-46 | Riverdale |
| 42.) 57931 | F-121 | 4-1-47 | Riverdale |
| 43.) 59743 | S-47 | 5-18-48 | Minonk |
| 44.) 68367 | W-131 | 10-1-53 | Elmhurst-Addison |
| 45.) 69730 | F-214 | 1-15-55 | Markham-Flossmoor |
| 46.) 70280 | D-385 | 5-20-55 | Hillside-Elmhurst |
| 47.) 70908 | IN-173 | 4-30-56 | Dixon |
| 48.) 71940 | K-44 | 2-21-57 | Kankakee |
| 49.) 72248 | W-113 | 5-7-57 | Elgin Junction |
| 50.) 72293 | W-85 | 7-16-57 | Coleman |
| 51.) 73491 | IN-186 | 6-11-58 | Mendota |
| 52.) 73981 | F-247 | 10-28-58 | Flossmoor-Olympia Fields |
| 53.) 76653 | | 3-22-61 | Chicago (South) |
| 54.) 77959 | K-47 | 3-23-62 | Bradley |
| 55.) 81484 | T-108 | 4-1-65 | Chicago (Crawford-Crosby) |

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EXHIBIT "B" (Con't)

10593868

| <u>Agreement No.</u> | <u>Enc. No.</u> | <u>Date</u> | <u>Location</u> |
|----------------------|-----------------|-------------|----------------------------|
| 56.) 83466 | K-50 | 5-26-66 | Kankakee |
| 57.) 84455 | T-137 | 7-27-67 | Carol Stream-Glendale Hts. |
| 58.) 85586 | T-149 | 3-14-68 | Chicago (Interlake Steel) |
| 59.) 86323 | W-119 | 10-2-68 | Coleman |
| 60.) 86324 | F-313 | 10-2-68 | Richton Park |
| 61.) 87192 | W-208 | 8-1-69 | Carol Stream |
| 62.) 89046 | F-314 | 1-21-70 | Homewood |
| 63.) 90744 | IN-250 | 7-7-72 | Waddams Grove |
| 64.) | D-132 | 5-1-35 | Summit |
| 65.) P3437 | W-220 | 11-11-71 | Addison |
| 66.) W5473 | | 11-19-81 | Bridgeport |

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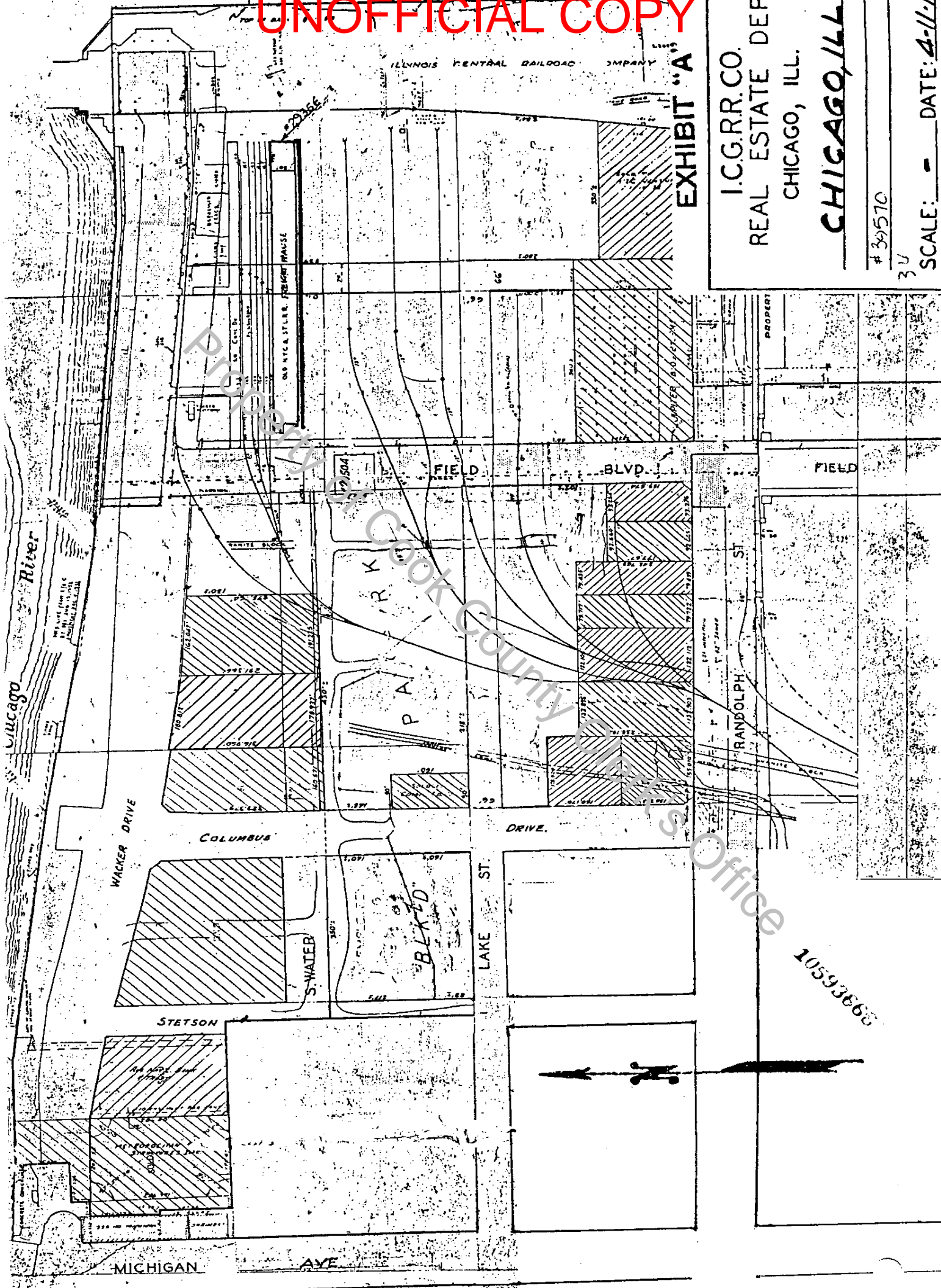


EXHIBIT "A"

I.C.G.R.R.CO.
REAL ESTATE DEPT.
CHICAGO, ILL.
CHICAGO, ILL.

39570
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SCALE: - DATE: 4-11-1928

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