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**EASEMENT AGREEMENT
CP AGR. NO. 32968**

Doc#: 0935618027 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/22/2009 11:55 AM Pg: 1 of 9

This instrument was drafted by:
Real Estate Department
Soo Line Railroad Company
501 Marquette Ave., Suite 1525
Minneapolis, MN 55402

8381995 CTM 1/21/14

RESERVED FOR RECORDING DATA

Return to:
City of Chicago
Office Modernization Program
Attn: Land Acquisition
10510 W. Zemke Road
Chicago, IL 60631

PINS ^{PARTS OF} 12-18-300-036-0000, 12-18-500-006-0000, 12-18-501-001-0000
^{PARTS OF RAILROAD YARD AREA, SOUTHWEST OF RECORDED TRACT #1000, FRANKLIN PARK, ILLINOIS}
^{UNINCORPORATED COOK COUNTY (ADJOINING FRANKLIN PARK), IL}
Date: December 16, 2009

1. Parties, Grant, Property, Term and Reservations

In consideration of the sum of Ten Dollars and No Cents (\$10.00) the receipt whereof is hereby acknowledged,

A. Parties

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific, having its principal place of business at 501 Marquette Avenue, Minneapolis, Minnesota 55402, ("**Grantor**")

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hereby grants unto

CITY OF CHICAGO, an Illinois home rule municipality under the Illinois Constitution of 1970, ("**Grantee**"),

easements in and upon real property in Cook County, Illinois located and described as the Property and Easement Rights in Section 1 C below.

B. BACKGROUND:

The Grantor and Grantee have previously entered into an agreement for the construction of certain Replacement Bridges and for the removal of the Existing Bridges, the "2009 Bensenville Yard Overpass Realignment Agreement". The locations and design of said Replacement Bridges were determined pursuant to said 2009 Bensenville Yard Overpass Realignment Agreement and are for the purpose of this Easement Agreement summarized in **Exhibit A** that is attached hereto and made a part hereof, the "**Final Plans**."

C. Easement Rights and Property :

The Easement Rights are described as follows:

i. Bridge Pier and Slopes.

The right to construct, use, operate, inspect, maintain, repair and replace, the railroad bridge piers and spans including footings, embankment, side slopes, and related facilities, all as provided in the Final Plans, "**Bridge Piers**," upon and across the following parcel:

Parcel B:

THAT PART OF the Soo Line Railroad Company (*doing business as Canadian Pacific Railway*), formerly Chicago and Pacific Railroad, property located in the Southwest Quarter of Fractional Section 18, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County, State of Illinois, described as follows:

COMMENCING at the South Quarter Corner of said Section 18;
 thence North 00 degrees 29 minutes 08 seconds West, 136.55 feet
 along the east line of said Southwest Quarter of Section 18 to the
 original northerly Right-of-Way line of the Chicago and Pacific
 Railroad as established per document number 189242 and recorded
 July 31, 1878 in Cook County Illinois;
 thence North 69 degrees 03 minutes 55 seconds West, 108.98 feet
 along said northerly Right-of-Way line of the Chicago and Pacific
 Railroad said point **being the Point of Beginning**;
 thence South 00 degrees 27 minutes 06 seconds East, 34.72 feet;
 thence North 61 degrees 14 minutes 27 seconds West, 174.05 feet;

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thence North 28 degrees 45 minutes 33 seconds East, 8.71 feet to said the northerly Right-of-Way line of the Chicago and Pacific Railroad; thence South 69 degrees 03 minutes 55 seconds East, 158.59 feet along said northerly Right-of-Way line of the Chicago and Pacific Railroad to the Point of Beginning.

Said Parcel contains 3,321 square feet or 0.076 acres more or less.

ii. Overhead Bridge Span

The right to construct, use, operate, inspect, maintain, repair and replace, the overhead railroad bridge span, and related facilities, all as provided in the Final Plans, "**Bridge Span**," over the following parcel:

Parcel A:

THAT PART OF the Soo Line Railroad Company (*doing business as Canadian Pacific Railway*), formerly Chicago and Pacific Railroad, property located in the Southwest Quarter of Fractional Section 18, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County, State of Illinois, described as follows:

COMMENCING at the South Quarter Corner of said Section 18; thence North 00 degrees 29 minutes 08 seconds West, 29.13 feet along the east line of said Southwest Quarter of Section 18 to the original southerly Right-of-Way line of the Chicago and Pacific Railroad as established per document number 189242 and recorded July 31, 1878 in Cook County Illinois; thence North 69 degrees 03 minutes 55 seconds West, 115.13 feet along said southerly Right-of-Way line of the Chicago and Pacific Railroad to **the Point of Beginning**; thence continuing along said southerly Right-of-Way line of the Chicago and Pacific Railroad, North 69 degrees 03 minutes 55 seconds West, 61.11 feet; thence North 11 degrees 55 minutes 19 seconds West, 95.71 feet; thence South 61 degrees 14 minutes 27 seconds East, 67.69 feet; thence South 11 degrees 55 minutes 19 seconds East, 84.74 feet to the Point of Beginning

Said Parcel contains 4,632 square feet or 0.106 acres more or less.

iii. Railroad Tracks and Operations

The right to construct, use, operate, inspect, maintain, repair and replace, the track and operate railroad trains upon and across the Bridge Piers and the Bridge Span, and to install signal and communication equipment appurtenant thereto upon said Parcels A and B, "**Railroad Facilities**."

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iv. Slope

The right to construct, use, operate, inspect, maintain, repair and replace, the railroad bridge side slopes, all as provided in the Final Plans, "Slopes," over the following parcel:

Parcel D:

THAT PART OF the Soo Line Railroad Company (*doing business as* Canadian Pacific Railway), formerly Chicago and Milwaukee & St. Paul Railway Company, property located in the Southwest Quarter of Fractional Section 18, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County, State of Illinois, described as follows:

COMMENCING at the South Quarter Corner of said Section 18;
 thence North 00 degrees 29 minutes 08 seconds West, 527.50 feet along the east line of said Southwest Quarter of Section 18 to the southerly Right-of-Way line of the Regional Transportation Authority (METRA Railroad) extended east;
 thence North 71 degrees 51 minutes 05 seconds West, 363.74 feet along said southerly Right-of-Way of METRA Railroad extended east to the west Right-of-Way line of the Union Pacific Railroad (formerly Des Plaines Valley Railway Company) as established per document number 4488655 and recorded December 29, 1909 in Cook County, Illinois;
 thence South 00 degrees 24 minutes 29 seconds East, 22.15 feet along said west Right-of-Way line of the Union Pacific Railroad to a point on a line southerly and parallel 21.00 feet with the southerly Right-of-Way line of the METRA Railroad, said point being the Point of Beginning;
 thence South 82 degrees 47 minutes 19 seconds West, 117.35 feet;
 thence North 60 degrees 32 minutes 22 seconds East, 68.05 feet to said line southerly and parallel 21.00 feet with the southerly Right-of-Way line of the METRA Railroad;
 thence South 71 degrees 51 minutes 05 seconds East, 60.16 feet along said parallel to the Point of Beginning.

Said Parcel contains 1,512 square feet or 0.344 acres more or less.

v. Right of Ingress and Egress

The right at all reasonable times to cross over any of Grantor's adjacent property for the purpose of reaching the Property or Bridge Facilities, as defined below, provided that such access shall not, without Grantor's consent, interfere with Grantor's railroad operations nor, in the reasonable opinion of Grantor, pose an unreasonable risk of injury to persons or damage to property.

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Parcels A, B and D, are collectively referred to herein as the "**Property**."

The Bridge Piers, Bridge Span, Railroad Facilities, and Slopes, and the use thereof by Grantee are collectively referred to as the "**Bridge Facilities**." The Bridge Facilities, together with such additional spans, abutments, piers, slopes and other facilities which will be located partially on adjacent property owned by Union Pacific Railroad Company, all of which constitute the entire bridge structure shown in the Final Plans, are collectively referred to as the "**Southern Replacement Bridge**". "**Railroad Operations**" shall mean the exercise of the Easement Rights granted herein for railroad purposes.

D. Term

The Easement Rights granted herein are for Railroad Operations and shall continue for only so long as such Easement Rights are used for Railroad Operations.

E. Reservations

The Grantor reserves unto itself, and its successors and assigns:

- i. the right and privilege to use Parcel A for the maintenance and operation of railroad tracks and facilities below the Southern Replacement Bridge described in the Final Plans to the extent such use does not interfere with Grantee's rights pursuant to this Easement Agreement;
- ii. the right to permit other parties to use said Property to the extent such use does not interfere with Grantee's rights pursuant to this Easement Agreement;
- iii. the right and privilege to use said Property for any and all other purposes to the extent such use does not interfere with Grantee's rights pursuant to this Easement Agreement;
- iv. the right to prevent the placement or maintenance of the Bridge Facilities that is contrary to the Final Plans or that will interfere with Grantor's railroad operations below the Southern Replacement Bridge.

2. Maintenance.

- A. Unless otherwise agreed to the contrary, the Grantee, after first securing all necessary public authority, shall maintain the Bridge Facilities upon and across the Property and over any railroad tracks located thereon at the above-described location in a safe manner consistent with the Final Plans.
- B. Whenever any installation, maintenance, repair, changing or renewal work concerning the Bridge Facilities will result in the fouling of Grantor's tracks:

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- i. no work shall occur until Grantee shall have given the Grantor at least three (3) days' written notice; and
- ii. an authorized representative of the Grantor shall be present to supervise same. If the subject work is not subject to reimbursement by Grantor to Grantee, upon bills being rendered therefor, the Grantee shall promptly reimburse the Grantor for all expenses incurred by it in connection with such supervision, including all labor costs for flagmen supplied by the Grantor to protect railroad operations

3. **Liability.**

During the initial construction of the Bridge Facilities, liability shall be apportioned between the parties pursuant to a separate construction agreement. From and after completion of the Bridge Structures, parties agree that they shall be liable for their own actions. In the event that the act or omission of a party results in loss, damage or injury to persons or property, including costs and expenses incident thereto, then that party shall indemnify the other party against any and all liability for any such loss, damage or injury.

4. **Reimbursement for Maintenance Work.**

In respect to Southern Replacement Bridge, Grantor agrees shall repay to the Grantee all sums so expended by it in the maintenance, or repair of the central pier, and southerly span, promptly upon receipt of bill therefor from the Grantee.

5. **No Warranty of Title, Binding Effect**

- A. The Grantor does not warrant title to the above described Property, and the Grantee shall have no recourse against the Grantor in respect to acts of third parties.
- B. This indenture shall run with the Property, inure to the benefit of and be binding upon the successors and assigns of the Grantor and the Grantee.
- C. Headings are solely for convenience and shall not affect, limit or define the provisions of any section of this easement.

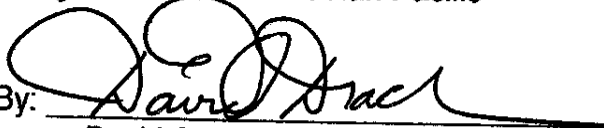
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5. Grant and Acceptance

A. Grant:

SOO LINE RAILROAD COMPANY
doing business as Canadian Pacific

By: 
David S. Drach
Its: Director, Real Estate Marketing, U.S.

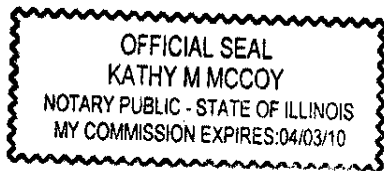
STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David S. Drach, Director, Real Estate Marketing, U.S., of Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, appeared before me this day in person and acknowledged that he signed the foregoing instrument as his free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17 day of Dec, 2009.

Notary Seal

Notary Public 



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B. Acceptance:

CITY OF CHICAGO

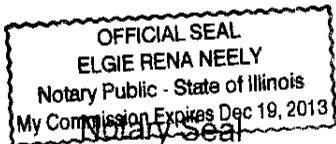
By: _____

[Handwritten Signature]
Rosemarie S. Andolino
Commissioner of Aviation

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rosemarie S. Andolino, Commissioner of Aviation of the City of Chicago, Illinois, an Illinois home rule municipality, appeared before me this day in person and acknowledged that she signed the said instrument as her free and voluntary act and as the free and voluntary act of such municipality, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of December, 2009.



[Handwritten Signature]

Notary Public

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EXHIBIT A

The plan set dated September 12, 2008 and the "addendum 2" plan set dated November 12, 2008.

Property of Cook County Clerk's Office

