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Doc#: 1215910057 Fee: \$258.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/07/2012 12:57 PM Pg: 1 of 111

[UP Real Estate File Folder Number]

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DELIVER RECORDED ORIGINAL TO:  
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101 North Wacker Drive, Suite 1920  
Chicago, Illinois 60606

Space above reserved for Recorder's use only.

## FINAL ALIGNMENT QUITCLAIM DEED

CITY OF CHICAGO, an Illinois home rule municipality ("City") in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby CONVEY and QUITCLAIM unto UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("UP") and unto its successors and assigns forever, all of City's right, title and interest, in and to the real estate situated in Cook and Du Page Counties, State of Illinois, as more particularly described in **Exhibit I-4-A**, hereto attached and hereby made a part hereof (the "Final Alignment Property"), SUBJECT TO THE FOLLOWING:

1. SUBJECT TO, AND THE CITY HEREBY RESERVES THE FOLLOWING RESERVED EASEMENTS AND RIGHTS:

- A. a permanent easement for a highway and other highway purposes, in, on, over and through the property legally described as Parcels 1HS0313PE and 1HS0314PE in Exhibit I-4-B-1 and shown on Exhibit I-4-B-2, with both such Exhibits hereto attached and hereby made a part hereof, on terms and conditions stated in Exhibit I-4-C, hereto attached and hereby made a part hereof, along with the right to assign or otherwise transfer such permanent easement to the Illinois Department of Transportation ("IDOT"), with such assignment and transfer to occur upon execution by City and IDOT of an instrument in substantially the form of Exhibit I-4-C; and

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assignment and transfer to occur upon execution by City and IDOT of an instrument in substantially the form of Exhibit I-4-C; and

- B. an exclusive and non-exclusive, assignable perpetual easement for purposes of Runway Approach Lights Sequenced Flashing facilities (ALSF) and related necessary facilities in, on, over and through the property legally described as Parcels A6, A7, B4, B5, B6, C1, C2 and C3 in Exhibit I-4-B-1 and shown on Exhibit I-4-B-2, with both such Exhibits hereto attached and hereby made a part hereof, on terms and conditions stated in Exhibits I-4-D-1 and I-4-D-2, hereto attached and hereby made a part hereof, along with the right to assign, lease or otherwise transfer the perpetual easement or the use thereof to the Federal Aviation Administration ("FAA"); and
- C. an exclusive and non-exclusive, assignable perpetual easement for purposes of ALSF access bridges and related necessary facilities, in, on, over and through the property legally described as Parcels A4, A5, B7 and B8 in Exhibit I-4-B-1 and shown on Exhibit I-4-B-2 with both Exhibits hereto attached and hereby made a part hereof, on the terms and conditions, in Exhibits I-4-E-1 and I-4-E-2, hereto attached and hereby made a part hereof, along with the right to assign, lease or otherwise grant to FAA, IDOT or the Illinois State Toll Highway Authority such perpetual easement or the use thereof; and
- D. a non-exclusive, assignable perpetual easement for purposes of an access tunnel and related necessary facilities, in, on, over and through the property legally described as Parcel D2 in Exhibit I-4-B-1 and shown on Exhibit I-4-B-2, with both such Exhibits hereto attached and hereby made a part hereof, on the terms and conditions, as described in Exhibits I-4-F-1 and I-4-F-2, hereto attached and hereby made a part hereof, and the right to assign, lease or otherwise grant to FAA, IDOT or the Illinois State Toll Highway Authority such perpetual easement or the use thereof; and
- E. a non-exclusive, assignable perpetual easement for purposes of an ASR conduit and related necessary facilities, in, on, over and through the property legally described as Parcel D1 in Exhibit I-4-B-1 and shown on Exhibit I-4-B-2, with both Exhibits hereto attached and hereby made a part hereof, on the terms and conditions, as described in Exhibits I-4-G-1 and I-4-G-2, hereto attached and hereby made a part hereof, along with the right to assign, lease or otherwise grant to FAA, IDOT or the Illinois State Toll Highway Authority such perpetual easement or the use thereof; and
- F. a perpetual easement and reservation for right of flight and enforcement of FAR Part 77 as described in Exhibits I-4-H-1 and I-4-H-2, hereto attached and hereby made a part hereof, and the right to assign or otherwise grant to FAA such rights as required by applicable laws and regulations; and

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- G. a temporary easement for construction purposes allowing the City to complete the City Work as contemplated in the Project Agreement between the City and UP dated July 17, 2007, as amended; and
- H. the temporary reserved right to grant to IDOT the Temporary Construction Easement in the parcels which are legally described as Parcels 1HS0001TE-C, 1HS0001 TE-A-N, 1HS0001 TE-A-S and 1HS0002 TE in Exhibit I-4-B-1 and shown on Exhibit I-4-B-2, with both Exhibits hereto attached and hereby made a part hereof, on the terms and conditions, described in Exhibits I-4-I hereto attached and hereby made a part hereof;
2. AND SUBJECT TO THE FOLLOWING ENVIRONMENTAL PROVISIONS:
- A. Environmental Indemnity For Final Alignment Property. Except for matters governed by the provisions of Sections 6.A and 9.E of the Project Agreement, City shall, to the maximum extent permitted by Law, indemnify, defend and hold harmless the UP, its affiliates, and their employees, agents, officers, successors and assigns (collectively, "UP Parties") from and against any and all liabilities, claims (including claims for contribution or joint liability), suits, actions, causes of action, demands, damages, losses, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, including reasonable attorney's fees (collectively, "Costs") arising out of or connected with any Hazardous Materials (as hereinafter defined) existing as of the date of this Final Alignment Quitclaim Deed on, in or under the Final Alignment Property; provided, however, the foregoing indemnity shall not apply to any Costs to the extent proximately caused by (i) the negligent, willful and wanton, or intentionally tortious conduct of any UP Parties, or (ii) the failure of any UP Parties to comply with applicable Law or the terms and conditions of any No Further Remediation letter(s), if any, issued by the Illinois Environmental Protection Agency ("IEPA") and provided further that UP shall not be responsible for the remediation obligations under the existing NFR letter recorded in Cook County, Illinois as Doc. No. 97882977 ("Prologis NFR") applicable to any portion of the affected site located outside the Final Alignment Property, and the foregoing indemnity shall apply to any and all Costs incurred by any of the UP Parties arising from such remediation obligations.
- B. Definition of Hazardous Materials. The term "Hazardous Materials" as used in this Final Alignment Quitclaim Deed shall mean (i) "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended from time to time, and as interpreted by courts of competent jurisdiction, and (ii) "hazardous substance" as that term is defined in the Illinois Environmental Protection Act, as amended from time to time, and as interpreted by courts of competent jurisdiction, and (iii) petroleum, including fractions thereof; and (iv) nuclear materials.



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## EXHIBIT LIST:

Exhibit I-4-A - Final Alignment Property

Exhibit I-4-B-1 - Legal Descriptions of Easement Parcels

Exhibit I-4-B-2 - Prints showing Easement Parcel locations and boundaries.

Exhibit I-4-C - Highway Easement

Exhibit I-4-D-1 - ALSF Easement (Runways 10L-28R, 10C-28C and 10R-28L)

Exhibit I-4-D-2 - ALSF Easement Plans

Exhibit I-4-E-1 - ALSF Access Easement

Exhibit I-4-E-2 - ALSF Access Easement Plans

Exhibit I-4-F-1 - Access Tunnel Easement

Exhibit I-4-F-2 - Access Tunnel Easement Plans

Exhibit I-4-G-1 - ASR Conduit Easement

Exhibit I-4-G-2 - ASR Conduit Easement Plans

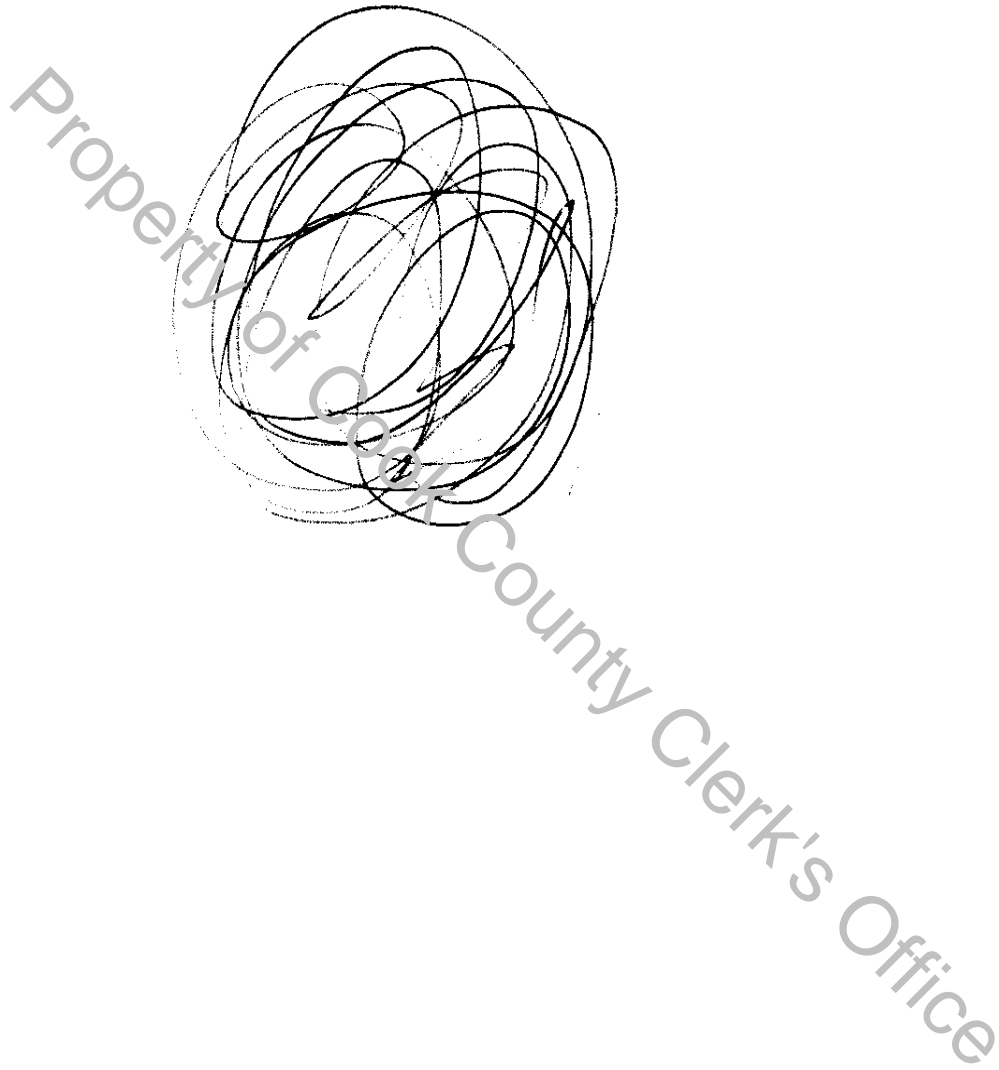
Exhibit I-4-H - Easement and Reservation for Right of Flight and FAR Part 77

Exhibit I-4-H-2 - Part 77 Diagram

Exhibit I-4-I - IDOT Temporary Construction Easement

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## Exhibit I-4-A - Final Alignment Property



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## City Final Alignment Property

### PARCEL 1

PIN's: 03-12-100-002 *NOW 03-12-505-004*  
 03-12-300-001 *NOW 0312 300005 & 03-12-505-005*  
 03-13-100-001

Part of the West Half of Section 12 and the Northwest Quarter of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian in Du Page County, State of Illinois, described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 12; thence North 89 degrees 40 minutes 33 seconds East, 150.00 feet along the south line of said Northwest Quarter of Section 12 to the east line of the Canadian Pacific Railroad, said point being the Point of Beginning; thence North 00 degrees 23 minutes 22 seconds West, 2202.92 feet along said east line of the Canadian Pacific Railroad said line being 150.00 feet east and parallel with the west line of said Northwest Quarter of Section 12; thence southeasterly 964.40 feet along a non-tangent curve to the left having a radius of 4633.59 feet, the chord of said curve bears South 06 degrees 21 minutes 07 seconds East, 962.66 feet; thence South 00 degrees 37 minutes 14 seconds East, 1245.59 feet to said south line of the Northwest Quarter of Section 12, said point being 255.03 feet east of said southwest corner of the Northwest Quarter of Section 12 as measured along said south line of the northwest quarter of Section 12; thence South 00 degrees 31 minutes 10 seconds East, 715.69 feet; thence North 89 degrees 28 minutes 46 seconds East, 25.00 feet; thence South 00 degrees 31 minutes 14 seconds East, 700.00 feet; thence North 89 degrees 28 minutes 46 seconds East, 5.00 feet; thence South 00 degrees 32 minutes 45 seconds East, 599.30 feet; thence North 89 degrees 00 minutes 30 seconds East, 5.00 feet; thence southerly 492.17 feet along a non-tangent curve to the left having a radius of 5654.65 feet, the chord of said curve bears South 03 degrees 29 minutes 05 seconds East, 492.01 feet; thence North 84 degrees 01 minutes 19 seconds East, 20.00 feet; thence southerly 72.21 feet along a non-tangent curve to the left having a radius of 5634.65 feet, the chord of said curve bears South 06 degrees 20 minutes 43 seconds East, 72.21 feet; thence South 07 degrees 02 minutes 44 seconds East, 99.04 feet; thence South 07 degrees 12 minutes 40 seconds East, 332.97 feet to the northwesterly line of the land conveyed to the City of Chicago by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company by document number 794512 recorded March 29, 1956 in Du Page County; thence southwesterly 366.50 feet along said northwesterly line of the Chicago Milwaukee and St. Paul Railroad Company on a non-tangent curve to the left having a radius of 3324.20 feet, the chord of said curve bears South 23 degrees 08 minutes 34 seconds West, 366.32 feet; thence North 05 degrees 02 minutes 12 seconds West, 901.41 feet;



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thence North 03 degrees 54 minutes 08 seconds West, 290.72 feet to the east Right-of-Way line of said Canadian Pacific Railroad; thence North 00 degrees 43 minutes 47 seconds West, 2152.42 feet along said east Right-of-Way line of the Canadian Pacific Railroad to the Point of Beginning.

Said Parcel contains 574,862 square feet or 13.197 acres more or less.

## PARCEL 2

PIN's: 03-13-100-002

03-13-100-009  
 03-13-100-010  
 03-13-100-017  
 03-13-100-021  
 03-13-100-022  
 03-13-100-023  
 03-13-100-024  
 03-13-100-031  
 03-13-100-032  
 03-13-100-033  
 03-13-100-037  
 03-13-100-038  
 03-13-100-039  
 03-13-100-040  
 03-13-100-041  
 03-13-100-042  
 03-13-100-043  
 03-13-100-045  
 03-13-100-046  
 03-13-100-047  
 03-13-100-048

Part of the Northwest Quarter of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian in Du Page County, State of Illinois, described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 13; thence North 00 degrees 21 minutes 00 seconds West, 1243.99 feet along the west line of said Northwest Quarter of Section 13, said line being also the centerline of York Road, to the south line of Irving Park Road as widened extended west, said line being 33.00 feet south and parallel with the original centerline of Irving Park Road; thence South 82 degrees 19 minutes 12 seconds East, 315.14 feet along the said south line of Irving Park Road as widened extended west; thence North 07 degrees 40 minutes 48 seconds East, 72.76 feet to the north line of said Irving Park Road said line being 40.00 feet north and parallel with the centerline of Irving Park Road as widened to the Point of



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Beginning; thence North 05 degrees 21 minutes 49 seconds East, 50.01 feet; thence westerly 36.26 feet along a non-tangent curve to the left, having a radius of 5819.65 feet, the chord of said curve bears North 83 degrees 27 minutes 03 seconds West, 36.26 feet; thence North 43 degrees 05 minutes 28 seconds West, 60.62 feet; thence North 02 degrees 21 minutes 22 seconds West, 224.38 feet; thence North 87 degrees 38 minutes 38 seconds East, 20.00 feet; thence North 02 degrees 21 minutes 22 seconds West, 154.74 feet; thence South 87 degrees 38 minutes 38 seconds West, 10.00 feet; thence North 02 degrees 21 minutes 22 seconds West, 243.29 feet to the northwesterly line of the land conveyed to the City of Chicago by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company by document number 794512 recorded March 29, 1956 in Du Page County; thence northeasterly along said northwesterly line of the land conveyed to the City of Chicago, 366.50 feet along a non-tangent curve to the right, having a radius of 3324.20 feet, the chord of said curve bears North 23 degrees 08 minutes 34 seconds East, 366.32, said curve being the said northwesterly line of land conveyed to the City of Chicago by document number 794512; thence South 07 degrees 12 minutes 40 seconds East, 1039.58 feet to the north line of the proposed relocated Irving Park Road; thence westerly 43.58 feet along a non-tangent curve to the left, having a radius of 15038.00 feet, the chord of said curve bears North 82 degrees 07 minutes 51 seconds West, 43.58 feet; thence South 32 degrees 52 minutes 26 seconds West, 55.23 feet to said north line of the Irving Park Road as widened; thence westerly 28.46 feet along said north line of Irving Park Road on a non-tangent curve to the left, having a radius of 14949.96 feet, the chord of said curve bears North 82 degrees 21 minutes 27 seconds West, 28.46 feet, along the north line of Irving Park Road; thence westerly 85.43 feet along a curve to the left, having a radius of 5769.65 feet, the chord of said curve bears North 82 degrees 50 minutes 11 seconds West, 85.43 feet, along the said north line of Irving Park Road as widened to the Point of Beginning.

Said Parcel contains 185,476 square feet or 4.258 acres more or less.

## PARCEL 3

PIN's: 03-13-104-004  
 03-13-104-017  
~~03-13-105-001~~  
~~03-13-105-002~~  
 03-13-105-005  
 03-13-105-006  
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03-13-112-001  
03-13-113-001  
03-13-113-002  
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03-13-113-004  
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03-13-113-007  
03-13-113-012  
03-13-113-013  
03-13-113-014  
03-13-302-001  
03-13-302-002  
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03-13-302-015  
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03-13-303-003  
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03-13-303-006  
03-13-303-011  
03-13-303-012  
03-13-306-004

Property of Cook County Clerk's Office

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03-13-306-005  
 03-13-309-002  
 03-13-310-001  
 03-13-405-006  
 03-13-405-007  
 03-13-504-012  
 03-13-504-010

Part of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian in Du Page County, State of Illinois, described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 13; thence North 00 degrees 21 minutes 00 seconds West, 1243.99 feet along the west line of said Northwest Quarter of Section 13, said line being also the centerline of York Road to the south line of Irving Park Road as widened extended west, said line being 33.00 feet south and parallel with the original centerline of Irving Park Road; thence South 82 degrees 19 minutes 12 seconds East, 345.91 feet along said south line of Irving Park Road as widened extended west, to the Point of Beginning; thence continuing South 82 degrees 19 minutes 12 seconds East, 145.23 feet along said south line of Irving Park Road as widened; thence South 07 degrees 40 minutes 48 seconds West, 23.70 feet; thence South 49 degrees 50 minutes 28 seconds East, 30.08 feet; thence South 82 degrees 19 minutes 12 seconds East, 4.71 feet; thence South 47 degrees 53 minutes 32 seconds East, 30.23 feet; thence easterly 33.38 feet along a non-tangent curve to the right, having a radius of 14858.00 feet, the chord of said curve bears South 81 degrees 47 minutes 14 seconds East, 33.38 feet; thence South 08 degrees 16 minutes 38 seconds West, 27.29 feet; thence North 84 degrees 42 minutes 20 seconds West, 7.01 feet; thence southerly 134.88 feet along a non-tangent curve to the left, having a radius of 2804.97 feet, the chord of said curve bears South 08 degrees 34 minutes 41 seconds East, 134.87 feet; thence southerly 87.39 feet along a curve to the left, having a radius of 1795.08 feet, the chord of said curve bears South 11 degrees 34 minutes 55 seconds East, 87.38 feet; thence South 77 degrees 06 minutes 43 seconds West, 10.00 feet; thence southerly 1774.57 feet along a non-tangent curve to the left having a radius of 1805.08 feet, the chord of said curve bears South 41 degrees 08 minutes 24 seconds East, 1703.96 feet to the south line of the proposed relocated Irving Park Road; thence for the next nine courses along said southerly line of relocated Irving Park Road; thence easterly 189.81 feet along a non-tangent curve to the left, having a radius of 875.00 feet, the chord of said curve bears South 54 degrees 33 minutes 59 seconds East, 189.44 feet; thence South 29 degrees 13 minutes 10 seconds West, 22.44 feet; thence South 76 degrees 25 minutes 37 seconds East, 115.45 feet; thence South 78 degrees 25 minutes 05 seconds East, 115.70 feet; thence South 78 degrees 46 minutes 20 seconds East, 738.45 feet; thence South 79 degrees 11 minutes 25 seconds East, 162.81 feet; thence South 80 degrees 43 minutes 24 seconds East, 162.82 feet; thence easterly 478.49 feet along a curve to the left, having a radius of 3559.00 feet, the chord of said curve bears South 86 degrees 08 minutes 54 seconds East, 478.13 feet; thence South 90 degrees 00 minutes 00 seconds East, 16.63 feet to the west line of a parcel conveyed to the City of Chicago by document number 583656 recorded December 23,

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1949 in Du Page County; thence South 00 degrees 19 minutes 22 seconds East, 120.80 feet along said west line of the parcel conveyed to the City of Chicago to the north line of the METRA Railroad; thence North 78 degrees 46 minutes 20 seconds West, 463.91 feet along said north line of the METRA Railroad; thence for the next three courses along the south line of the parcel conveyed as parcel M3A from METRA to the City of Chicago by document number R20100263338, recorded February 25, 2010 in Du Page County; thence westerly 338.56 feet along a non-tangent curve to the right, having a radius of 5729.58 feet, the chord of said curve bears North 80 degrees 27 minutes 54 seconds West, 338.51 feet; thence North 78 degrees 46 minutes 20 seconds West, 849.36 feet; thence westerly 214.55 feet along a curve to the right, having a radius of 2300.00 feet, the chord of said curve bears North 76 degrees 05 minutes 59 seconds West, 214.48 feet; thence North 78 degrees 46 minutes 20 seconds West, 313.07 feet along the north line of the METRA Railroad extended east; thence North 75 degrees 26 minutes 54 seconds West, 63.97 feet along the south line of Parcel 860 - 07ED27 in amended order vesting title in the City of Chicago by document number 2010073569, recorded June 9, 2010 in Du Page County; thence northwesterly 1833.06 feet along a curve to the right, having a radius of 2009.08 feet, the chord of said curve bears North 36 degrees 19 minutes 31 seconds West, 1770.13 feet; thence northerly 231.88 feet along a curve to the right, having a radius of 4667.39 feet, the chord of said curve bears North 08 degrees 05 minutes 41 seconds West, 231.85 feet; thence northerly 4.95 feet along a non-tangent curve to the right having a radius of 5639.65 feet, the chord of said curve bears South 82 degrees 58 minutes 15 seconds East, 4.95 feet; thence North 05 degrees 19 minutes 30 seconds East, 56.84 feet to the Point of Beginning.

Said Parcel contains 583,023 square feet or 13.384 acres more or less.

## PARCEL 4

PIN's: 03-13-400-007      *03-13-504-010*

Part of the Southeast Quarter of Section 13, Township 40 North, Range 11, East of the Third Principal Meridian, in Du Page County, Illinois, described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 13; thence North 00 degrees 20 minutes 23 seconds West, 1501.52 feet along the east line of said Southeast Quarter of Section 13; thence westerly 419.96 feet along a non-tangent curve to the left, having a radius of 1817.58 feet, the chord of said curve bears North 80 degrees 22 minutes 52 seconds West, 419.02 feet; thence North 89 degrees 25 minutes 41 seconds West, 115.31 feet to the east line of a parcel conveyed to the City of Chicago by document number 583656, recorded December 23, 1949 in Du Page County, said point being also the Point of Beginning; thence North 89 degrees 25 minutes 41 seconds West, 221.60 feet; thence South 00 degrees 00 minutes 00 seconds East, 10.00 feet; thence South 90 degrees 00 minutes 00 seconds West, 631.61 feet to the north line of the METRA Railroad; thence North 71 degrees 57 minutes 38 seconds West, 70.54 feet along said north line of the METRA Railroad to

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the east corner of the parcel conveyed as Parcel 2 by METRA to the City of Chicago in document 2010026338, recorded February 25, 2010; thence along the south line of said Parcel 2 conveyed in said document, North 81 degrees 58 minutes 25 seconds West, 220.99 feet along said north line of the METRA Railroad to the west line of the said parcel conveyed to the City of Chicago; thence North 00 degrees 19 minutes 22 seconds West, 120.80 feet along the west line of said parcel conveyed to the City of Chicago and continuing north along the west line of the land conveyed to the city in document number 583656, to the south line of the proposed relocated Irving Park Road; thence North 90 degrees 00 minutes 00 seconds East, 1138.81 feet along said south line of proposed relocated Irving Park Road to the east line of the said parcel conveyed to the City of Chicago; thence South 00 degrees 19 minutes 53 seconds East, 165.71 feet along said east line of the parcel conveyed to the City of Chicago in document 583656, to the Point of Beginning.

Said Parcel contains 186,734 square feet or 4.287 acres, more or less.

## PARCEL 5

PIN's: 03-13-401-007

Part of the Southeast Quarter of Section 13, Township 40 North, Range 11, East of the Third Principal Meridian, in Du Page County, Illinois, described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 13; thence North 00 degrees 20 minutes 23 seconds West, 1501.52 feet along the east line of said Southeast Quarter of Section 13 to the Point of Beginning; thence westerly 419.96 feet along a non-tangent curve to the left, having a radius of 1817.58 feet, the chord of said curve bears North 80 degrees 22 minutes 52 seconds West, 419.02 feet; thence North 89 degrees 25 minutes 41 seconds West, 115.31 feet to the east line of a parcel conveyed to the City of Chicago by document 583656 recorded December 23, 1949 in Du Page County; thence North 00 degrees 19 minutes 53 seconds West, 165.71 feet along said east line of the parcel conveyed to the City of Chicago to the south line of the proposed relocated Irving Park Road; thence North 90 degrees 00 minutes 00 seconds East, 197.37 feet; thence easterly 331.77 feet along a curve to the right, having a radius of 2441.00 feet, the chord of said curve bears South 86 degrees 06 minutes 23 seconds East, 331.52 feet, along said south line of the proposed relocated Irving Park Road to the east line of said Southeast Quarter of Section 13; thence South 00 degrees 20 minutes 23 seconds East, 214.37 feet along said east line of the Southeast Quarter of Section 13 to the Point of Beginning.

Said Parcel contains 96,624 square feet or 2.218 acres, more or less.

**UNOFFICIAL COPY****PARCEL 6**

Cook

PIN's: 12-18-300-012	12-18-300-039
12-18-300-026	12-18-300-040
12-18-300-033	12-18-300-041
12-18-300-036	12-18-300-044

Part of the Southwest Quarter of Section 18, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian, Du Page County, Illinois; thence North 00 degrees 20 minutes 23 seconds West, 1501.52 feet along the east line of said Southeast Quarter of Section 13 to the Point of Beginning; thence continuing along said east line the Southeast Quarter of Section 13 North 00 degrees 20 minutes 23 seconds West, 214.37 feet along said east line of the Southeast Quarter of Section 13 to the south line of the proposed relocated Irving Park Road; thence for the next four courses along the south line of said proposed relocated Irving Park Road; thence easterly 79.04 feet along a non-tangent curve to the right, having a radius of 2441.00 feet, the chord of said curve bears South 81 degrees 17 minutes 06 seconds East, 79.04 feet; thence South 09 degrees 33 minutes 34 seconds West, 16.00 feet; thence easterly 552.07 feet along a non-tangent curve to the right, having a radius of 2425.00 feet, the chord of said curve bears South 73 degrees 50 minutes 08 seconds East, 550.87 feet; thence South 67 degrees 18 minutes 49 seconds East, 191.18 feet; thence South 22 degrees 41 minutes 11 seconds West, 97.03 feet; thence southeasterly 890.36 feet along a non-tangent curve to the right, having a radius of 2042.58 feet, the chord of said curve bears South 39 degrees 45 minutes 48 seconds East, 883.32 feet to a line 50.00 feet north and parallel with the center line between the two main tracks of the Chicago, Milwaukee St. Paul and Pacific Railroad; thence North 71 degrees 51 minutes 05 seconds West, 153.05 feet along said line 50.00 feet north and parallel with the center line between the two main tracks to the old west Right-of-Way of the Des Plaines Valley Railroad; thence South 00 degrees 22 minutes 27 seconds East, 7.20 feet along said old west Right-of-Way of the Des Plaines Valley Railroad to the north line of METRA Railroad; thence North 71 degrees 51 minutes 05 seconds West, 183.05 feet along said north line of METRA Railroad; thence northwesterly 70.46 feet along a non-tangent curve to the left, having a radius of 1817.58 feet, the chord of said curve bears North 35 degrees 45 minutes 51 seconds West, 70.46 feet; thence North 71 degrees 51 minutes 05 seconds West, 1.44 feet; thence northwesterly 1169.54 feet along a non-tangent curve to the left, having a radius of 1817.58 feet, the chord of said curve bears North 55 degrees 19 minutes 41 seconds West, 1149.47 feet, to the Point of Beginning.

Said Parcel contains 354,503 square feet or 8.138 acres, more or less.



**UNOFFICIAL COPY***Cook***PARCEL C** *12-18-300-042*

That part of the Soo Line Railroad Company (dba 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, 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, 280.74 feet along said northerly Right-of-Way line of the Chicago and Pacific Railroad 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, said point being the Point of Beginning; thence continuing along said original northerly Right-of-Way of the Chicago and Pacific Railroad, North 69 degrees 03 minutes 55 seconds West, 56.82 feet; thence northwesterly 378.48 feet along a non-tangent curve to the left having a radius of 1,785.08 feet, the chord of said curve bears North 23 degrees 23 minutes 11 seconds West, 377.78 feet; thence North 82 degrees 47 minutes 19 seconds East, 117.35 feet to the westerly Right-of-Way of said Union Pacific Railroad, said point being on a line 21.00 feet southerly and parallel with the southerly Right-of-Way of the METRA Railroad; thence south and east for the next three courses along said westerly Right-of-Way line of the Union Pacific Railroad, South 00 degrees 24 minutes 29 seconds East, 123.74 feet; thence North 89 degrees 32 minutes 47 seconds East, 77.87 feet; thence South 01 degrees 44 minutes 13 seconds East, 258.78 feet to the Point of Beginning.

Said Parcel contains 32,898 square feet or 0.755 acres more or less.

**PARCEL E***12-18-300-043**Cook*

That part of the Soo Line Railroad Company (dba 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, 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 line of METRA Railroad extended



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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, said point being the Point of Beginning; 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 21.00 feet southerly and parallel with the southerly Right-of-Way line of the METRA Railroad; thence North 71 degrees 51 minutes 05 seconds West, 2.07 feet along said parallel line; thence North 28 degrees 38 minutes 37 seconds West, 30.67 feet to said southerly Right-of-Way line of the METRA Railroad; thence South 71 degrees 51 minutes 05 seconds East, 17.38 feet along said southerly Right-of-Way line of the METRA Railroad to the Point of Beginning.

Said Parcel contains 204 square feet or 0.005 acres more or less.

**PARCEL A** (Aerial Bridge Easement)

12-18-501-001

1001C

A non-exclusive easement for railroad purposes in conjunction with the 2009 Bensenville Yard Overpass Realignment Agreement as created by Easement Agreement (CP AGR 32968) dated December 16, 2009 and recorded December 22, 2009 as document 0935618027 from Soo Line Railroad Company, a Minnesota Corporation doing business as Canadian Pacific Railroad to City of Chicago, a Municipal Corporation for the purpose of construction, use, operation, inspection, maintenance, repair and replacement of an overhead railroad bridge span as set forth in the final plans attached to said recorded easement agreement on the following described land:

That part of the Soo Line Railroad Company (dba 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, 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.

**UNOFFICIAL COPY****PARCEL B** (Bridge Pier Easement)

12-18-501-001 (000K)

A non-exclusive easement for railroad purposes in conjunction with the 2009 Bensenville Yard Overpass Realignment Agreement as created by Easement Agreement (CP AGR 32968) dated December 16, 2009 and recorded December 22, 2009 as document 0935618027 from Soo Line Railroad Company, a Minnesota Corporation doing business as Canadian Pacific Railroad to City of Chicago, a Municipal Corporation for the purpose of construction, use, operation, inspection, maintenance, repair and replacement of railroad bridge piers and spans including footings, embankment, side slopes and related facilities as set forth in the final plans attached to said recorded easement agreement on the following described land:

That part of the Soo Line Railroad Company (dba 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, 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; thence North 28 degrees 45 minutes 33 seconds East, 8.71 feet to said 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.

**PARCEL D** (Slope Easement)

12-18-300-047 (000K)

A non-exclusive easement for railroad purposes in conjunction with the 2009 Bensenville Yard Overpass Realignment Agreement as created by Easement Agreement (CP AGR 32968) dated December 16, 2009 and recorded December 22, 2009 as document 0935618027 from Soo Line Railroad Company, a Minnesota Corporation doing business as Canadian Pacific Railroad to City of Chicago, a Municipal Corporation for the purpose of construction, use, operation, inspection, maintenance, repair and replacement of railroad bridge side slopes as set forth in the

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final plans attached to said recorded easement agreement on the following described land:

That part of the Soo Line Railroad Company (dba 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, 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 line to the Point of Beginning.

Said Parcel contains 1,512 square feet or 0.035 acres more or less.

**PARCEL M3B** (Permanent Easement for maintenance or retaining wall)

A non-exclusive easement for the benefit of Parcel 3A as created by Grant of Easement dated February 17, 2010 and recorded February 25, 2010 as document R2010036339 from Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois Municipal Corporation ("METRA"). An Illinois Municipal Corporation (jointly METRA) to City of Chicago for the purpose of ingress and egress and for construction, installation, repair.

That part of the METRA Railroad property located in the Southeast Quarter and the Southwest Quarter of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian in Du Page County, Illinois, described as follows:

Commencing at the South Quarter Corner of said Section 13; thence North 00 degrees 21 minutes 52 seconds West, 1855.85 feet along the west line of said Southeast Quarter of Section 13 to the northerly line of the land conveyed as Parcel M3A from METRA to the City of Chicago in deed recorded February 25, 2010 as Document R20100026338; thence South 78 degrees 46 minutes 20 seconds East, 527.75 feet along said northerly line to the Point of Beginning; thence continuing along said

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northerly Right-of-Way line, South 78 degrees 46 minutes 20 seconds East, 128.22 feet; thence westerly 467.10 feet along a non-tangent curve to the right having a radius of 5738.58 feet, the chord of said curve bears North 81 degrees 06 minutes 15 seconds West, 466.98 feet to a line southerly and parallel 19.00 feet with the northerly line of the land conveyed as said Parcel M3A in deed R20100026338; thence along said parallel line North 78 degrees 46 minutes 20 seconds West, 185.48 feet to the west line of said Southeast Quarter of Section 13; thence continuing along said parallel line North 78 degrees 46 minutes 20 seconds West, 663.87 feet; thence westerly 296.42 feet along a curve to the right having a radius of 2309.00 feet, the chord of said curve bears North 75 degrees 05 minutes 40 seconds West, 296.21 feet to said northerly Right-of-Way line of METRA Railroad; thence South 78 degrees 46 minutes 20 seconds East, 81.36 feet along said northerly Right-of-Way line of METRA Railroad; thence for the following four courses along the southerly line of said Parcel M3A in deed R20100026338, easterly 214.55 feet along a non-tangent curve to the left having a radius of 2300.00 feet, the chord of said curve bears South 76 degrees 05 minutes 59 seconds East, 214.48 feet to a line southerly and parallel 10.00 feet with the northerly line of said Parcel M3A; thence South 73 degrees 46 minutes 20 seconds East, 662.03 feet along said parallel line to the west line of said Southeast Quarter of Section 13; thence continuing along said parallel line South 78 degrees 46 minutes 20 seconds East, 187.33 feet; thence easterly 338.56 feet along a curve to the left having a radius of 5729.58 feet, the chord of said curve bears South 80 degrees 27 minutes 54 seconds East, 338.51 feet to the Point of Beginning.

Said Parcel contains 13,619 square feet or 0.313 acres more or less.

**FASTRON PARCEL 1** (Permanent Easement for maintenance of retaining wall) *100/K*

PERPETUAL, NON-EXCLUSIVE EASEMENT AS CREATED BY ACCESS EASEMENT AGREEMENT DATED JUNE 29, 2009 AND RECORDED AUGUST 5, 2009 AS DOCUMENT 0921705111, FOR THE PURPOSE OF INSTALLATION, CONSTRUCTION, USE, INSPECTION, MAINTENANCE, REPAIR, REHABILITATION, REPLACEMENT AND REMOVAL OF RETAINING WALL ON ADJOINING LANDS, OVER THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT OF LAND, THENCE NORTH 02 DEGREES 16 MINUTES 15 SECONDS WEST, 35.77 FEET ALONG THE EAST LINE OF SAID TRACT OF LAND, SAID LINE BEING ALSO THE WEST RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD COMPANY TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FRANKLIN AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 69 DEGREES 35 MINUTES 18 SECONDS WEST, 10.84 FEET ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FRANKLIN AVENUE TO A LINE 10.00 FEET WEST AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD COMPANY; THENCE NORTH 02 DEGREES 16 MINUTES 15 SECONDS WEST, 575.50 FEET ALONG SAID PARALLEL LINE TO A LINE 10 FEET SOUTH

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AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD; THENCE SOUTH 87 DEGREES 43 MINUTES 45 SECONDS WEST, 104.54 FEET ALONG SAID PARALLEL LINE TO THE WEST LINE OF SAID TRACT OF LAND; THENCE NORTH 01 DEGREES 44 MINUTES 13 SECONDS WEST, 10.00 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD; THENCE FOR THE NEXT TWO COURSES ALONG THE SOUTH AND WEST RIGHT-OF-WAY LINES OF THE UNION PACIFIC RAILROAD, NORTH 87 DEGREES 43 MINUTES 45 SECONDS EAST, 114.44 FEET; THENCE SOUTH 02 DEGREES 16 MINUTES 15 SECONDS EAST, 589.68 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING

ADDRESS

YORK & IRVING PARK ROAD  
CHICAGO, IL



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## Exhibit I-4-B-1 – Legal Descriptions of Easement Parcels

### 1. Highway Easement - Parcels 1HS0313PE and 1HS0314PE

Route: Illinois Route 19 (Irving Park Road)

Limits: York Road to Mannheim Road

County: DuPage

Job No.: R-91-014-07

Section: \_\_\_\_\_

Parcel: 1HS0313PE

Owner: City of Chicago

Station: 400+36.31 to 401+75.69

P.I.N.: 03-13-100-022

03-13-100-023

Part of the Northwest Quarter of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois described as follows:

Commencing at the southwest corner of said Northwest Quarter of Section 13, thence North 00 degrees 21 minutes 00 seconds West, 1243.99 feet on a bearing based on the Illinois State Plane Coordinate System East Zone NAD 83 along the west line of said Northwest Quarter of Section 13, said line being also the centerline of York Road, to the south line of Irving Park Road extended west, said line being 33.00 feet south and parallel with the original centerline of said Irving Park Road; thence South 82 degrees 19 minutes 12 seconds East, 315.14 feet along said south line of Irving Park Road extended west; thence North 07 degrees 40 minutes 48 seconds East, 72.76 feet to the north line of Irving Park Road, said line being 40.00 feet north and parallel with the centerline of said Irving Park Road as widened, said point being the Point of Beginning; thence North 05 degrees 21 minutes 49 seconds East, 50.01 feet; thence easterly 15.00 feet along a curve to right having a radius of 5819.65 feet, the chord of said curve bears South 83 degrees 11 minutes 54 seconds East, 15.00 feet; thence South 05 degrees 21 minutes 49 seconds West, 25.86 feet; thence South 84 degrees 39 minutes 24 seconds East, 92.87 feet; thence North 32 degrees 52 minutes 26 seconds East, 25.02 feet; thence easterly 19.92 feet along a curve to right having a radius of 15038.00 feet, the chord of said curve bears South 82 degrees 15 minutes 06 seconds East, 19.92 feet; thence South 32 degrees 52 minutes 26 seconds West, 55.23 feet to said north line of Irving Park Road; thence westerly 28.46 feet along the north line of said Irving Park Road on a curve to the left having a radius of 14949.96 feet, the chord of said curve bears North 82 degrees 21 minutes 27 seconds West, 28.46 feet; thence continuing along said north line of Irving Park Road westerly 85.43 feet along a curve to the left having a radius

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of 5769.65 feet, the chord of said curve bears North 82 degrees 50 minutes 11 seconds West, 85.43 feet to the Point of Beginning.

Said parcel contains: 3,939 square feet or 0.090 acres, more or less.

Route: Illinois Route 19 (Irving Park Road)

Limits: York Road to Mannheim Road

County: DuPage

Job No.: R-91-014-07

Section:

Parcel: 1HS0314PE

Owner: City of Chicago

Station: 400+36.37 to 402+95.06

P.I.N.: 03-13-105-001

03-13-105-002

03-13-105-005

03-13-105-006

03-13-105-007

03-13-104-017

Part of the Northwest Quarter of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois described as follows:

Commencing at the southwest corner of said Northwest Quarter of Section 13, thence North 00 degrees 21 minutes 00 seconds West, 1243.99 feet on a bearing based on the Illinois State Plane Coordinate System East Zone NAD 83 along the west line of said Northwest Quarter of Section 13, said line being also the centerline of York Road, to the south line of Irving Park Road extended west, said line being 33.00 feet south and parallel with the original centerline of said Irving Park Road; thence South 82 degrees 19 minutes 12 seconds East, 345.91 feet along said south line of Irving Park Road extended west to the Point of Beginning; thence continuing along said south line of Irving Park Road, South 82 degrees 19 minutes 12 seconds East, 145.23 feet; thence South 07 degrees 40 minutes 48 seconds West, 23.70 feet; thence South 49 degrees 50 minutes 28 seconds East, 30.08 feet; thence South 82 degrees 19 minutes 12 seconds East, 4.71 feet; thence South 47 degrees 53 minutes 32 seconds East, 30.23 feet; thence westerly 56.18 feet along a curve to the left having a radius of 14858.00 feet, the chord of said curve bears North 81 degrees 57 minutes 35 seconds West, 56.18 feet; thence North 07 degrees 40 minutes 48 seconds East, 13.42 feet; thence North 49 degrees 50 minutes 28 seconds West, 39.95 feet; thence North 84 degrees 40 minutes 30 seconds West, 94.39 feet; thence South 05 degrees 19 minutes 30 seconds West, 31.08 feet; thence westerly 15.01 feet along a curve to the left having a radius of 5639.65 feet, the chord of said curve



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bears North 82 degrees 52 minutes 10 seconds West, 15.01 feet; thence North 05 degrees 19 minutes 30 seconds East, 56.84 feet to the Point of Beginning.

Said parcel contains: 5177 square feet or 0.119 acres, more or less.

## 2. ALSF Easement Parcel A7 Easement

That part of the Union Pacific Railroad property located at the Southwest Quarter of Section 12, Township 11 North, Range 40 East of the Third Principal Meridian, in Du Page County, Illinois, described as follows:

Commencing at the Northwest Corner of said Southwest Quarter of Section 12; thence South 00 degrees 43 minutes 47 seconds East, 1038.55 feet along the west line of said Southwest Quarter of Section 12; thence North 89 degrees 16 minutes 13 seconds East, 150.00 feet to a line 150.00 feet east and parallel with said west line of the Southwest Quarter of Section 12, said line being also the east Right-of-Way line of the Canadian Pacific Railroad Company thence South 00 degrees 43 minutes 47 seconds East, 36.87 feet along said east line of the Canadian Pacific Railroad Company; thence North 89 degrees 28 minutes 31 seconds East, 21.09 feet; thence South 70 degrees 02 minutes 28 seconds East, 79.96 feet to the Point of Beginning; thence South 89 degrees 28 minutes 46 seconds West, 30.09 feet to the east Right-of-Way line of the Proposed Union Pacific Railroad Company; thence South 00 degrees 31 minutes 14 seconds East, 38.70 feet along said east Right-of-Way line of the Proposed Union Pacific Railroad Company; thence South 89 degrees 28 minutes 46 seconds West, 30.09 feet; thence North 00 degrees 31 minutes 14 seconds West, 38.70 feet to the Point of Beginning.

Said parcel contains 1165 square feet or 0.027 acres, more or less.

## Parcel B4 Easement

That part of the Southwest Quarter of Section 12, Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of Section 12 Township 40 North, Range 11 East of the Third Principal Meridian in Du Page County, Illinois; thence North 89 degrees 25 minutes 54 seconds East, 150.00 feet along the south line of said Southwest Quarter of Section 12 to the easterly Right-of-Way line of the Canadian Pacific Railroad Company; thence North 00 degrees 43 minutes 47 seconds West, 229.13 feet along said easterly Right-of-Way line of the Canadian Pacific Railroad Company; thence North 87 degrees 38 minutes 38 seconds East, 15.72 feet to the westerly Right-of-Way line of proposed Union Pacific Railroad Company; thence North 03 degrees 54 minutes 08 seconds West, 20.01 feet along said westerly Right-of-Way line of the proposed Union Pacific Railroad Company to the Point of Beginning; thence continuing along said westerly Right-of-Way line of the

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proposed Union Pacific Railroad Company, North 03 degrees 54 minutes 08 seconds West, 130.04 feet; thence North 86 degrees 40 minutes 37 seconds East, 18.03 feet; thence southerly 130.38 feet along a non-tangent curve to the left having a radius of 5769.65 feet the chord of said curve bears South 04 degrees 18 minutes 36 seconds East, 130.37 feet; thence South 87 degrees 38 minutes 38 seconds West, 18.97 feet to the Point of Beginning.

Said parcel contains 2376 square feet or 0.055 acres, more or less.

## Parcel B6 Easement

That part of the Southwest Quarter of Section 12, Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of Section 12 Township 40 North, Range 11 East of the Third Principal Meridian in Du Page County, Illinois; thence North 89 degrees 25 minutes 54 seconds East, 150.00 feet along the south line of said Southwest Quarter of Section 12 to the easterly Right-of-Way line of the Canadian Pacific Railroad Company; thence North 00 degrees 43 minutes 47 seconds West, 229.13 feet along said easterly Right-of-Way line of the Canadian Pacific Railroad Company; thence North 87 degrees 38 minutes 38 seconds East, 15.72 feet to the westerly Right-of-Way line of proposed Union Pacific Railroad Company; thence North 03 degrees 54 minutes 08 seconds West, 20.01 feet along said westerly Right-of-Way line of the proposed Union Pacific Railroad Company; thence North 87 degrees 38 minutes 38 seconds East, 18.97 feet; thence northerly 98.39 feet along a non-tangent curve to the right having a radius of 5769.65 feet the chord of said curve bears North 04 degrees 28 minutes 08 seconds West, 98.39 feet; thence North 89 degrees 35 minutes 38 seconds East, 84.99 feet to the Point of Beginning; thence North 04 degrees 03 minutes 36 seconds West, 35.07 feet; thence North 89 degrees 35 minutes 38 seconds East, 30.35 feet to the easterly Right-of-Way line of proposed Union Pacific Railroad Company; thence southerly 75.34 feet along said easterly Right-of-Way of the proposed Union Pacific Railroad Company on a non-tangent curve to the left having a radius of 5654.65 feet the chord of said curve bears South 04 degrees 04 minutes 46 seconds East, 75.34 feet; thence South 89 degrees 35 minutes 38 seconds West, 30.38 feet; thence North 04 degrees 03 minutes 36 seconds West, 40.27 feet to the Point of Beginning.

Said parcel contains 2277 square feet or 0.052 acres, more or less.

## Parcel C1 Easement

Part of the Southwest Quarter of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian in Du Page County, State of Illinois, described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 13; thence North 89 degrees 11 minutes 46 seconds East, 767.69 feet along the north line of said Southwest Quarter of Section 13 to the westerly Right-of-Way line of the

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proposed Union Pacific Railroad Company; thence southeasterly 100.19 feet along said westerly Right-of-Way line of the proposed Union Pacific Railroad Company on a non-tangent curve to the left having a radius of 2009.08 feet, the chord of said curve bears South 40 degrees 09 minutes 04 seconds East, 100.18 feet to the Point of Beginning; thence North 89 degrees 35 minutes 53 seconds East, 79.32 feet; thence southeasterly 47.49 feet along a non-tangent curve to the left having a radius of 1950.08 feet, the chord of said curve bears South 43 degrees 48 minutes 42 seconds East, 47.49 feet; thence South 89 degrees 35 minutes 53 seconds West, 81.07 feet to said westerly Right-of-Way line of the Proposed Union Pacific Railroad Company; thence northwesterly 46.30 feet along said westerly Right-of-Way line of the Proposed Union Pacific Railroad Company on a non-tangent curve to the right having a radius of 2009.08 feet, the chord of said curve bears North 42 degrees 14 minutes 24 seconds West, 46.30 feet to the Point of Beginning.

Said parcel contains 2767 square feet or 0.064 acres, more or less.

## Parcel C3 Easement

Part of the Southwest Quarter of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian in Du Page County, State of Illinois, described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 13; thence North 89 degrees 11 minutes 46 seconds East, 767.69 feet along the north line of said Southwest Quarter of Section 13 to the westerly Right-of-Way line of the Proposed Union Pacific Railroad Company; thence southeasterly 100.19 feet along said westerly Right-of-Way line of the Proposed Union Pacific Railroad Company on a non-tangent curve to the left having a radius of 2009.08 feet, the chord of said curve bears South 40 degrees 09 minutes 04 seconds East, 100.18 feet; thence North 89 degrees 35 minutes 53 seconds East, 169.13 feet to the Point of Beginning; thence continuing North 89 degrees 35 minutes 53 seconds East, 114.80 feet to the easterly Right-of-Way line of the proposed Union Pacific Railroad Company; thence southeasterly 51.50 feet along said easterly Right-of-Way line of the proposed Union Pacific Railroad Company on a non-tangent curve to the left having a radius of 1805.08 feet, the chord of said curve bears South 48 degrees 20 minutes 29 seconds East, 51.50 feet; thence South 89 degrees 35 minutes 53 seconds West, 118.16 feet; thence northwesterly 49.05 feet along a non-tangent curve to the right having a radius of 1885.07 feet, the chord of said curve bears North 45 degrees 42 minutes 42 seconds West, 49.05 feet to the Point of Beginning.

Said parcel contains 4012 square feet or 0.092 acres, more or less.

## Parcel A6 Easement

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That part of the Union Pacific Railroad Company property located at the Southwest Quarter of Section 12, Township 11 North, Range 40 East of the Third Principal Meridian, in Du Page County, Illinois, described as follows:

Commencing at the Northwest Corner of said Southwest Quarter of Section 12; thence South 00 degrees 43 minutes 47 seconds East, 1038.55 feet along the west line of said Southwest Quarter of Section 12; thence North 89 degrees 16 minutes 13 seconds East, 150.00 feet to a line 150.00 feet east and parallel with said west line of the Southwest Quarter of Section 12, said line being also the east Right-of-Way line of the Canadian Pacific Railroad Company thence South 00 degrees 43 minutes 47 seconds East, 36.87 feet along said east line of the Canadian Pacific Railroad Company to the Point of Beginning; thence North 89 degrees 28 minutes 31 seconds East, 21.09 feet; thence South 70 degrees 02 minutes 28 seconds East, 79.96 feet; thence South 00 degrees 31 minutes 14 seconds East, 21.35 feet; thence North 70 degrees 02 minutes 28 seconds West, 79.96 feet; thence South 00 degrees 31 minutes 14 seconds East, 24.48 feet; thence South 89 degrees 28 minutes 31 seconds West, 20.93 feet to said east line of the Canadian Pacific Railroad Company; thence North 00 degree 43 minutes 47 seconds West, 45.83 feet along said east line of the Canadian Pacific Railroad Company to the Point of Beginning.

Said parcel contains 2562 square feet or 0.059 acres, more or less.

## Parcel B5 Easement

That part of the Southwest Quarter of Section 12, Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of Section 12 Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois; thence North 89 degrees 25 minutes 54 seconds East, 150.00 feet along the south line of said Southwest Quarter of Section 12 to the easterly Right-of-Way line of the Canadian Pacific Railroad Company; thence North 00 degrees 43 minutes 47 seconds West, 229.13 feet along said easterly line of the Canadian Pacific Railroad Company; thence North 87 degrees 38 minutes 38 seconds East, 15.72 feet to the westerly Right-of-Way line of proposed Union Pacific Railroad Company; thence North 03 degrees 54 minutes 08 seconds West, 20.01 feet along said westerly Right-of-Way line of the proposed Union Pacific Railroad Company; thence North 87 degrees 38 minutes 38 seconds East, 18.97 feet; thence northerly 98.39 feet along a non-tangent curve to the right having a radius of 5769.65 feet the chord of said curve bears North 04 degrees 28 minutes 08 seconds West, 98.39 feet to the Point of Beginning; thence continuing northerly 20.04 feet along a curve to the right having a radius of 5769.65 feet the chord of said curve bears North 03 degrees 52 minutes 51 seconds West, 20.04 feet; thence North 89 degrees 35 minutes 38 seconds East, 84.93 feet; thence South 04 degrees 03 minutes 36 seconds East, 20.04 feet; thence South 89 degrees 35 minutes 38 seconds West, 84.99 feet to the Point of Beginning.

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Said parcel contains 1699 square feet or 0.039 acres, more or less.

## Parcel C2 Easement

Part of the Southwest Quarter of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian in Du Page County, State of Illinois, described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 13; thence North 89 degrees 11 minutes 46 seconds East, 767.69 feet along the north line of said Southwest Quarter of Section 13 to the westerly Right-of-Way line of the Proposed Union Pacific Railroad Company; thence southeasterly 100.19 feet along said westerly Right-of-Way line of the Proposed Union Pacific Railroad Company on a non-tangent curve to the left having a radius of 2009.08 feet, the chord of said curve bears South 40 degrees 09 minutes 04 seconds East, 100.18 feet; thence North 89 degrees 35 minutes 53 seconds East, 79.32 feet to the Point of Beginning; thence continuing North 89 degrees 35 minutes 53 seconds East, 89.81 feet; thence southeasterly 28.28 feet along a non-tangent curve to the left having a radius of 1885.07 feet, the chord of said curve bears South 45 degrees 23 minutes 46 seconds East, 28.28 feet; thence South 89 degrees 35 minutes 53 seconds West, 91.09 feet; thence northwesterly 27.40 feet along a non-tangent curve to the right having a radius of 1950.08 feet, the chord of said curve bears North 43 degrees 31 minutes 00 seconds West, 27.40 feet to the Point of Beginning.

Said parcel contains 1815 square feet or 0.042 acres, more or less.

### 3. ALSF Access Bridge Easement

## Parcel A4 Easement

That part of the Union Pacific Railroad Company property located at the Northwest Quarter of Section 12, Township 11 North, Range 40 East of the Third Principal Meridian, in Du Page County, Illinois, described as follows:

Commencing at the Northwest Corner of said Northwest Quarter of Section 12; thence South 00 degrees 43 minutes 47 seconds East, 1038.55 feet along the west line of said Northwest Quarter of Section 12; thence North 89 degrees 16 minutes 13 seconds East, 150.00 feet to a line 150.00 feet east and parallel with said west line of the Northwest Quarter of Section 12, said line being also the east Right-of-Way line of the Canadian Pacific Railroad Company said point being the Point of Beginning; thence North 89 degrees 28 minutes 31 seconds East, 19.23 feet; thence South 00 degrees 31 minutes 14 seconds East, 68.74 feet; thence South 89 degrees 28 minutes 31 seconds West, 18.98 feet to said east Right-of-Way line of Canadian Pacific Railroad Company; thence North 00 degrees 43 minutes 47 seconds West, 68.74 feet to the Point of Beginning.



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Said parcel contains 1313 square feet or 0.030 acres, more or less.

## Parcel B7 Easement

That part of the Southwest Quarter of Section 12, Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of Section 12 Township 40 North, Range 11 East of the Third Principal Meridian in Du Page County, Illinois; thence North 89 degrees 25 minutes 54 seconds East, 150.00 feet along the south line of said Southwest Quarter of Section 12 to the easterly Right-of-Way line of the Canadian Pacific Railroad Company; thence North 00 degrees 43 minutes 47 seconds West, 229.13 feet along said easterly Right-of-Way line of the Canadian Pacific Railroad Company; thence North 87 degrees 38 minutes 38 seconds East, 15.72 feet to the westerly Right-of-Way line of proposed Union Pacific Railroad Company; thence North 03 degrees 54 minutes 08 seconds West, 150.05 feet along said westerly Right-of-Way line of the proposed Union Pacific Railroad Company to the Point of Beginning; thence continuing along said westerly Right-of-Way line of the proposed Union Pacific Railroad Company, North 03 degrees 54 minutes 08 seconds West, 47.84 feet; thence North 86 degrees 40 minutes 37 seconds East, 18.43 feet; thence southerly 47.83 feet along a non-tangent curve to the left having a radius of 5769.65 feet the chord of said curve bears South 03 degrees 25 minutes 31 seconds East, 47.83 feet; thence South 86 degrees 40 minutes 37 seconds West, 18.03 feet to the Point of Beginning.

Said parcel contains 870 square feet or 0.020 acres, more or less.

## Parcel A5 Easement

That part of the Union Pacific Railroad Company property located at the Northwest Quarter of Section 12, Township 11 North, Range 40 East of the Third Principal Meridian, in Du Page County, Illinois, described as follows:

Commencing at the Northwest Corner of said Northwest Quarter of Section 12; thence South 00 degrees 43 minutes 47 seconds East, 1038.55 feet along the west line of said Northwest Quarter of Section 12; thence North 89 degrees 16 minutes 13 seconds East, 150.00 feet to a line 150.00 feet east and parallel with said west line of the Northwest Quarter of Section 12, said line being also the east Right-of-Way line of the Canadian Pacific Railroad Company; thence North 89 degrees 28 minutes 31 seconds East, 19.23 feet; thence South 00 degrees 31 minutes 14 seconds East, 22.76 feet to the Point of Beginning; thence North 89 degrees 28 minutes 31 seconds East, 107.00 feet to the east Right-of-Way line of Proposed Union Pacific Railroad Company; thence South 00 degrees 31 minutes 14 seconds East, 19.33 feet along said east Right-of-Way line of

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Proposed Union Pacific Railroad Company; thence South 89 degrees 28 minutes 31 seconds West, 107.00 feet; thence North 00 degrees 31 minutes 14 seconds West, 19.33 feet to the Point of Beginning.

Said parcel contains 2069 square feet or 0.047 acres, more or less.

## Parcel B8 Easement

That part of the Southwest Quarter of Section 12, Township 40 North, Range 11 East of the Third Principal Meridian, in Du Page County, Illinois described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of Section 12 Township 40 North, Range 11 East of the Third Principal Meridian in Du Page County, Illinois; thence North 89 degrees 25 minutes 54 seconds East, 150.00 feet along the south line of said Southwest Quarter of Section 12 to the easterly Right-of-Way line of the Canadian Pacific Railroad Company; thence North 00 degrees 43 minutes 47 seconds West, 229.13 feet along said easterly Right-of-Way line of the Canadian Pacific Railroad Company; thence North 87 degrees 38 minutes 38 seconds East, 15.72 feet to the westerly Right-of-Way line of proposed Union Pacific Railroad Company; thence North 03 degrees 54 minutes 08 seconds West, 150.05 feet along said westerly Right-of-Way line of the proposed Union Pacific Railroad Company; thence North 86 degrees 40 minutes 37 seconds East, 18.03 feet; thence northerly 24.54 feet along a non-tangent curve to the right having a radius of 5769.65 feet the chord of said curve bears South 03 degrees 32 minutes 27 seconds East, 24.54 feet to the Point of Beginning; thence continuing northerly 19.33 feet along said non-tangent curve to the right having a radius of 5769.65 feet the chord of said curve bears North 03 degrees 19 minutes 23 seconds West, 19.33 feet; thence North 86 degrees 40 minutes 37 seconds East, 115.00 feet to the easterly Right-of-Way line of Proposed Union Pacific Railroad Company; thence northerly 19.33 feet along said easterly Right-of-Way line of the Union Pacific Railroad Company on a non-tangent curve to the left having a radius of 5654.65 feet the chord of said curve bears South 03 degrees 19 minutes 23 seconds East, 19.33 feet; thence South 86 degrees 40 minutes 37 seconds West, 115.00 feet to the Point of Beginning.

Said parcel contains 2223 square feet or 0.051 acres, more or less.

## 4. Access Tunnel Easement - Parcel D2

### Parcel D2 Easement

Part of the Southwest Fractional Quarter of Section 18, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:



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Commencing at the Southeast Corner of the Southeast Quarter of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian, Du Page County, Illinois; thence North 00 degrees 20 minutes 23 seconds West, 1501.52 feet along the east line of said Southeast Quarter of Section 13 to the south Right-of-Way line of the Proposed Union Pacific Railroad Company; thence southeasterly 635.65 feet along said southerly Right-of-Way line on a non-tangent curve to the right, having a radius of 1817.58 feet, the chord of said curve bears South 63 degrees 44 minutes 35 seconds East, 632.42 feet to the Point of Beginning; thence North 37 degrees 47 minutes 51 seconds East, 183.33 feet; thence North 22 degrees 41 minutes 11 seconds East, 76.99 feet; thence North 35 degrees 51 minutes 09 seconds East, 50.08 feet to the northerly Right-of-Way line of the Proposed Union Pacific Railroad Company said line being also the southerly Right-of-Way line of the proposed relocated Irving Park Road; thence South 67 degrees 18 minutes 49 seconds East, 44.56 feet along said northerly Right-of-Way line to the easterly Right-of-Way line of the Proposed Union Pacific Railroad Company; thence South 22 degrees 41 minutes 11 seconds West, 97.03 feet along said easterly Right-of-Way line to the northeasterly Right-of-Way line of the Proposed Union Pacific Railroad Company; thence southeasterly 14.55 feet along said northeasterly Right-of-Way line on a non-tangent curve to the right, having a radius of 2042.58 feet, the chord of said curve bears South 52 degrees 02 minutes 48 seconds East, 14.55 feet; thence South 22 degrees 41 minutes 11 seconds West, 67.99 feet; thence South 37 degrees 47 minutes 50 seconds West, 159.58 feet to said southwesterly Right-of-Way line of the Proposed Union Pacific Railroad Company; thence northwesterly 78.82 feet along said southwesterly Right-of-Way line on a non-tangent curve to the left, having a radius of 1817.58 feet, the chord of said curve bears North 52 degrees 28 minutes 54 seconds West, 78.82 feet to the Point of Beginning.

Said Parcel contains 22134 square feet or 0.508 acres, more or less.

## 5. ASR Conduit Easement - Parcel D1

### Parcel D1 Easement

Part of the Southwest Fractional Quarter of Section 18, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian, Du Page County, Illinois; thence North 00 degrees 20 minutes 23 seconds West, 1501.52 feet along the east line of said Southeast Quarter of Section 13 to the southerly Right-of-Way line of the Proposed Union Pacific Railroad Company; thence southeasterly 590.45 feet along said southerly Right-of-Way line on a non-tangent curve to the right, having a radius of 1817.58 feet, the chord of said curve bears South 64 degrees 27 minutes 20 seconds East, 587.86 feet to the Point of Beginning; thence North 35 degrees 51 minutes 09 seconds East, 300.57 feet to the northerly Right-of-Way line of the Proposed Union Pacific Railroad Company, said line being also the southerly Right-of-Way line of the

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proposed relocated Irving Park Road; thence South 67 degrees 18 minutes 49 seconds East, 34.80 feet along said northerly Right-of-Way line; thence South 35 degrees 51 minutes 09 seconds West, 308.22 feet to the southwesterly Right-of-Way line of the Proposed Union Pacific Company Railroad; thence northwesterly 33.89 feet along said southwesterly Right-of-Way line along a non-tangent curve to the left, having a radius of 1817.58 feet, the chord of said curve bears North 54 degrees 36 minutes 54 seconds West, 33.89 feet to the Point of Beginning.

Said Parcel contains 10312 square feet or 0.237 acres, more or less.

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6. IDOT Temporary Construction Easement – Parcels 1HS0001TE-C, 1HS0001 TE-A-N, 1HS0001 TE-A-S and 1HS0002 TE

Property of Cook County Clerk's Office



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Route: Illinois Route 19  
 Section: at York Road  
 County: DuPage  
 Job No.: R-91-014-07  
 Parcel No.: 1HS0001TE-A  
 Sta. 2016+57.95 to Sta. 2028+52.73  
 (York Road)  
 Owner: City of Chicago, a Municipal Corporation  
 Index No.: 03-13-100-001; 03-13-100-002;  
 03-13-100-017; 03-13-100-021;  
 03-13-100-032; 03-13-100-040;  
 03-13-100-043; 03-13-100-045;  
 03-13-100-048

That part of Lots 29, 30, 31, 35, 36, 37 and 38 in George E. Franzen's Garden and Orchard Addition to Bensenville, according to the plat thereof recorded June 14, 1920 as Document Number 142880, and that part of the former Chicago, Milwaukee and St. Paul Railroad right of way as depicted in said George E. Franzen's Garden and Orchard Addition to Bensenville, in part of the Northwest Quarter of Section 13, in Township 40 North, Range 11 East of the Third Principal Meridian, Addison Township, DuPage County, Illinois; described as follows:

Commencing at the found Harrison Ferro Monument at the West Quarter corner of said Section 13; thence North 00 degrees 21 minutes 00 seconds West, based on the Illinois State Plane Coordinate System, East Zone, N.A.D. 83 (2007), along the west line of said Northwest Quarter of Section 13, a distance of 1262.85 feet to the proposed centerline of construction of Illinois Route 19 (Irving Park Road (Boulevard)) per Illinois Department of Transportation Plat of Highways Job Number R-91-014-07 and to a point on a nontangent curve; thence southeasterly 150.50 feet along said proposed centerline of construction and a curve to the right, having a radius of 5729.65 feet, the chord of said curve bears South 85 degrees 41 minutes 45 seconds East 150.50 feet to the easterly right of way line of the former Chicago, Milwaukee and St. Paul Railroad, now known as the Soo Line Railroad (a subsidiary of The Canadian Pacific Railway); thence North 00 degrees 21 minutes 00 seconds West along said easterly railroad right of way line 38.84 feet to the existing northerly right of way line of Illinois Route 19 (Irving Park Road (Boulevard)) per said George E. Franzen's Garden and Orchard Addition to Bensenville; thence continuing North 00 degrees 21 minutes 00 seconds West along said easterly railroad right of way line 61.28 feet; thence North 87 degrees 38 minutes 38 seconds East 87.69 feet; thence North 02 degrees 21 minutes 22 seconds West 240.76 feet; thence North 87 degrees 38 minutes 38 seconds East 20.00 feet to the point of beginning; thence continuing North 87 degrees 38 minutes 38 seconds East 20.00 feet; thence North 02 degrees 21 minutes 22 seconds West 154.74 feet; thence South 87 degrees 38 minutes 38 seconds West 10.00 feet; thence North 02 degrees 21 minutes 22 seconds West 243.29 feet; thence North 05 degrees 02 minutes 12 seconds West 627.95 feet; thence North 87 degrees 38 minutes 38 seconds East 14.37 feet; thence South 02 degrees 21 minutes 22 seconds East 300.29 feet; thence North 87 degrees 38 minutes 38 seconds East 15.00 feet; thence South 02 degrees 21 minutes 22 seconds East 199.71 feet; thence North 87 degrees 38 minutes 38 seconds East 10.00 feet; thence South 02 degrees 21 minutes 22 seconds East 196.47 feet; thence North 87 degrees 38 minutes 38 seconds East 5.00 feet; thence South 02 degrees 21 minutes 22 seconds East 174.08 feet; thence North 87 degrees 38 minutes 38 seconds East 15.00 feet; thence South 02 degrees 21 minutes 22 seconds East 154.74 feet; thence South 87 degrees 38 minutes 38

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Route: Illinois Route 19  
 Section: at York Road  
 County: DuPage  
 Job No.: R-91-014-07  
 Parcel No.: 1HS0001TE-A  
 Sta. 2016+57.95 to Sta. 2028+52.73  
 (York Road)

Owner: City of Chicago, a Municipal Corporation

Index No.: 03-13-100-001; 03-13-100-002;  
 03-13-100-017; 03-13-100-021;  
 03-13-100-032; 03-13-100-040;  
 03-13-100-043; 03-13-100-045;  
 03-13-100-048

seconds West 10.00 feet; thence South 02 degrees 21 minutes 22 seconds East 74.58 feet; thence South 87 degrees 38 minutes 38 seconds West 20.00 feet; thence South 02 degrees 21 minutes 22 seconds East 100.00 feet; thence South 87 degrees 38 minutes 38 seconds West 10.00 feet; thence North 02 degrees 21 minutes 22 seconds West 174.58 feet to the point of beginning.

Said parcel containing 0.358 Acres, more or less.

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Route: Illinois Route 19  
 Section: at York Road  
 County: DuPage  
 Job No.: R-91-014-07  
 Parcel No.: 1HS0001TE-C  
 Sta. 2028+66.19 to Sta. 2037+56.40  
 (York Road)  
 Owner: City of Chicago, a Municipal  
 Corporation  
 Index No.: 03-12-300-001

That part of the Southwest Quarter of Section 12 and part of Hillside Avenue as depicted in George E. Franzen's Garden and Orchard Addition to Bensenville, a subdivision of part of the Northwest Quarter of Section 13, according to the plat thereof recorded June 14, 1920 as Document Number 42880, all in Township 40 North, Range 11 East of the Third Principal Meridian, Addison Township, DuPage County, Illinois; described as follows:

Commencing at a 4 inch long survey spike with 1 inch diameter head stamped "Survey Marker" at the southwest corner of said Southwest Quarter of Section 12; thence North 89 degrees 25 minutes 54 seconds East along the south line of said Southwest Quarter 182.87 feet to the point of beginning; thence North 05 degrees 02 minutes 12 seconds West 223.47 feet; thence North 03 degrees 54 minutes 08 seconds West 290.72 feet to the easterly right of way line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad, now known as the Soo Line Railroad (a subsidiary of The Canadian Pacific Railway); thence North 00 degrees 43 minutes 47 seconds West along said easterly railroad right of way line 336.51 feet; thence North 89 degrees 16 minutes 13 seconds East 10.00 feet; thence South 00 degrees 43 minutes 47 seconds East 199.87 feet; thence North 89 degrees 16 minutes 13 seconds East 5.00 feet; thence South 00 degrees 43 minutes 47 seconds East 234.04 feet; thence North 89 degrees 16 minutes 13 seconds East 7.77 feet; thence South 02 degrees 21 minutes 22 seconds East 452.24 feet; thence North 05 degrees 02 minutes 12 seconds West 36.45 feet to the point of beginning.

Said parcel containing 0.222 Acres, more or less.

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Route: Illinois Route 19  
 Section: at York Road  
 County: DuPage  
 Job No.: R-91-014-07  
 Parcel No.: 1HS0002TE  
 Sta. 888+73.16 to Sta. 892+51.04  
 (Soo Line Railroad)  
 Owner: City of Chicago, a Municipal  
 Corporation  
 Index No.: 03-13-306-004

That part of Block 1 in Brettmann's Addition to Bensonville, being a subdivision in the Southwest Quarter of Section 13 and part of the Southeast Quarter of Section 14, Township 40 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded February 11, 1875 as Document Number 19521, in DuPage County, Illinois; described as follows:

Commencing at the found Harrison Ferro Monument at the West Quarter corner of said Section 13; thence South 00 degrees 21 minutes 28 seconds East, based on the Illinois State Plane Coordinate System, East Zone, N.A.D. 83 (2007), along the west line of said Southwest Quarter of Section 13, a distance of 289.91 feet to the existing centerline of the Soo Line Railroad (a subsidiary of The Canadian Pacific Railway), formerly known as the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence South 78 degrees 46 minutes 20 seconds East along said existing railroad centerline 995.28 feet to the east line of the West 975.00 feet of said Southwest Quarter of Section 13; thence North 00 degrees 21 minutes 28 seconds West along said east line 51.04 feet to the southerly line of said Block 1 in Brettmann's Addition to Bensonville; thence South 78 degrees 46 minutes 20 seconds East along said southerly line 500.00 feet to the northerly right of way line of said Soo Line Railroad and to the point of beginning; thence North 75 degrees 26 minutes 54 seconds West along said northerly railroad right of way line 63.97 feet to a point on a nontangent curve; thence northwesterly 98.95 feet along said curve to the right, having a radius of 2009.08 feet, the chord of said curve bears North 61 degrees 03 minutes 08 seconds West 98.94 feet; thence North 74 degrees 56 minutes 54 seconds West 37.61 feet; thence North 30 degrees 21 minutes 04 seconds East 41.54 feet; thence South 59 degrees 39 minutes 10 seconds East 40.00 feet; thence South 30 degrees 22 minutes 12 seconds West 30.60 feet; thence South 74 degrees 56 minutes 54 seconds East 37.26 feet; thence South 11 degrees 13 minutes 40 seconds West 11.08 feet to said northerly right of way line of the Soo Line Railroad; thence North 78 degrees 46 minutes 20 seconds West along said northerly railroad right of way line 182.24 feet to the point of beginning.

Said parcel containing 0.165 Acres, more or less.

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Route: Illinois Route 19  
 Section: at York Road  
 County: DuPage  
 Job No.: R-91-014-07  
 Parcel No.: 1HS0005TE  
 Sta. 2000+24.87 to Sta. 2005+92.59  
 (York Road)  
 Owner: City of Chicago, a Municipal Corporation  
 Index No.: 03-13-110-002; 03-13-110-003;  
 03-13-110-005; 03-13-110-006;  
 03-13-110-008; 03-13-110-009;  
 03-13-110-010; 03-13-300-001;  
 03-13-300-004; 03-13-301-001

That part of Lots 20, 21, 22, 23 and 24, vacated Pershing Avenue and Vacated Main Street in George E. Franzen's Irving Park Boulevard Addition to Bensenville in Section 13, according to the plat thereof recorded July 30, 1918 as Document Number 133971, and also a part of Lot 3 in Block 2 in George E. Franzen's Second Irving Park Boulevard Addition to Bensenville in Section 13, according to the plat thereof recorded December 10, 1923 as Document Number 172408, and also a part of the West Half of Section 13, all in Township 40 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois; described as follows:

Commencing at the found Harrison Ferro Monument at the West Quarter corner of said Section 13; thence North 00 degrees 21 minutes 00 seconds West, based on the Illinois State Plane Coordinate System, East Zone, N.A.D. 83 (2007), along the west line of said Northwest Quarter of Section 13, a distance of 199.85 feet; thence North 89 degrees 39 minutes 00 seconds East 33.00 feet to the easterly right of way line of York Road (Elmhurst Road) as staked and occupied; thence North 00 degrees 21 minutes 00 seconds West along said easterly right of way line and the west line of said Lots 20 and 21, a distance of 135.40 feet to a point that is 15.00 feet southerly of the northwest corner of said Lot 20; thence North 44 degrees 39 minutes 02 seconds East along said easterly right of way line 21.21 feet to the southerly right of way line of Roosevelt Avenue (Franzen Avenue) per said Document Number 133971; thence North 89 degrees 39 minutes 05 seconds East along said southerly right of way line 31.13 feet to the point of beginning; thence continuing North 89 degrees 39 minutes 05 seconds East along said southerly right of way line 35.76 feet to the southwesterly right of way line of the North-South Soo Line Railroad (a subsidiary of The Canadian Pacific Railway), formerly known as the Chicago, Milwaukee, St. Paul and Pacific Railroad and to a point on a non-tangent curve; thence southeasterly 669.34 feet along said southwesterly right of way line and said curve to the left, having a radius of 1,482.70 feet, the chord of said curve bears South 32 degrees 24 minutes 32 seconds East 663.67 feet; thence North 57 degrees 36 minutes 26 seconds West 66.17 feet to a point of curve; thence northwesterly 642.99 feet along said curve to the right, having a radius of 736.78 feet, the chord of said curve bears North 32 degrees 36 minutes 21 seconds West 622.78 feet to the point of beginning.

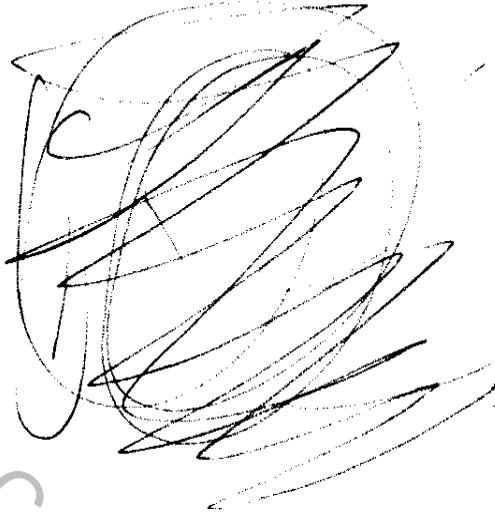
Said parcel containing 0.710 Acres, more or less.

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Exhibit 1-4-B-2 Prints showing Easement Parcel locations and boundaries.



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CHASE INTERNATIONAL AIRPORT  
CITY OF CHICAGO  
CHARGE MODERNIZATION PROGRAM

RAMON ENAMUEL  
CHARGE MODERNIZATION PROGRAM  
COMMISSIONER OF AIRPORTS

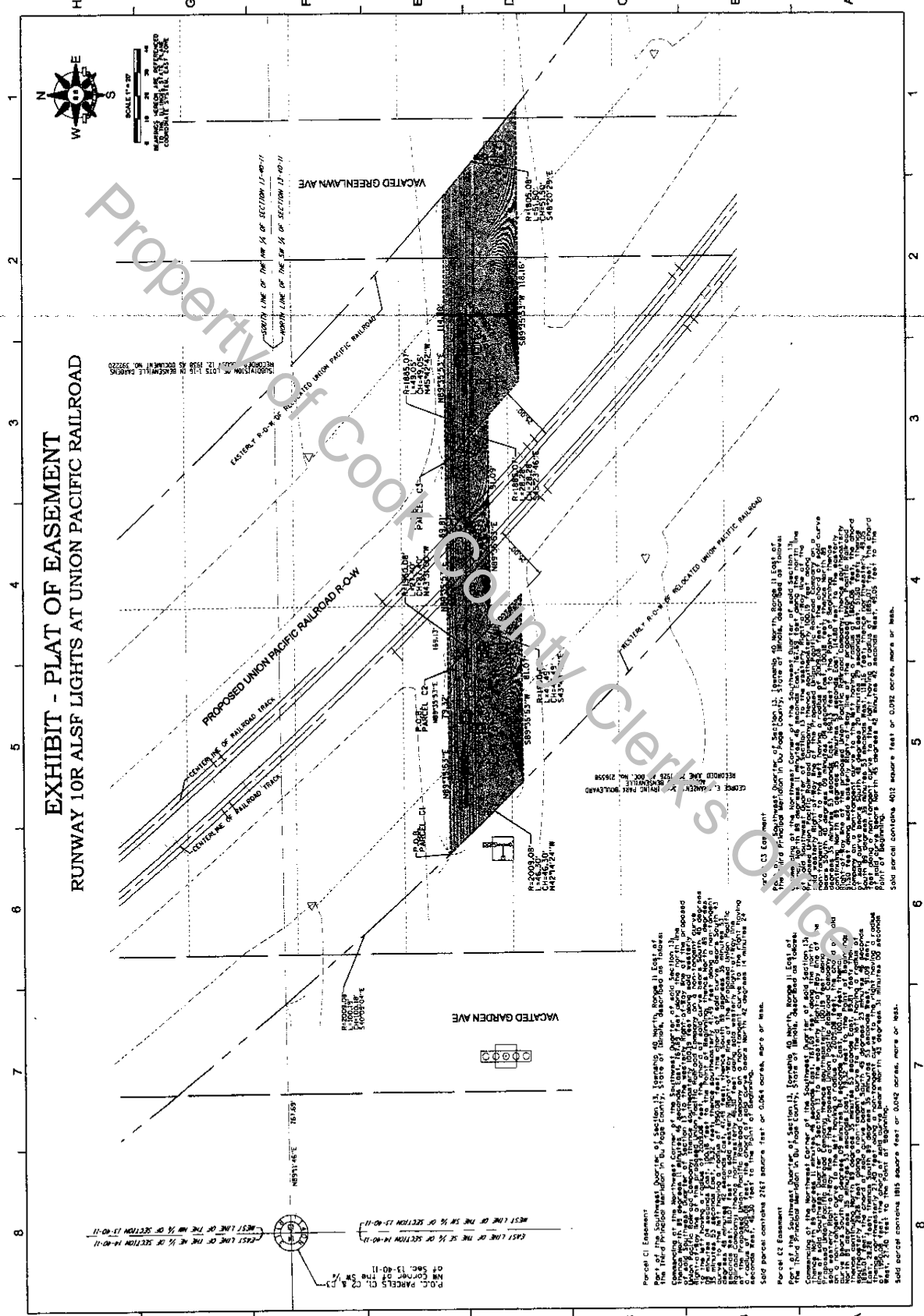
SANCHEZ & ASSOCIATES, P.C.  
LAND ACQUISITION  
100 N. LAUREL ST., SUITE 200  
CHICAGO, IL 60610  
TEL: (312) 527-2200  
WWW.SANCHEZANDASSOCIATES.COM

NO.	DATE	DESCRIPTION
1	05/05/12	ISSUED FOR COMMENTS
2	05/08/12	REVISION

PROJECT NAME: CHARGE MODERNIZATION PROGRAM  
LAND ACQUISITION

DESIGNED	CHECKED
W.G.	G.S.

PROJECT NO. 100112  
DATE: MAY 8, 2012  
SHEET NO. 1 of 1  
REVISION



## EXHIBIT - PLAT OF EASEMENT RUNWAY 10R ALSF LIGHTS AT UNION PACIFIC RAILROAD

1 2 3 4 5 6 7 8

1 2 3 4 5 6 7 8

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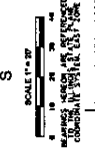
DATE: 05/08/12

P.O.C. PARCELS C1, C2 & C3  
SW CORNER OF THE SW 1/4  
OF SEC. 13-40-11  
EAST LINE OF THE NE 1/4 OF SECTION 14-40-11  
WEST LINE OF THE SW 1/4 OF SECTION 15-40-11

Parcel C1 Easement  
Part of the Southwest Quarter of Section 13, Township 40 North, Range 11 East, of the Third Principal Meridian in Cook County, State of Illinois, described as follows:  
Containing all the interests therein of the parcel known as Parcel C1, the SW 1/4 of the SW 1/4 of Section 13-40-11, Township 40 North, Range 11 East, of the Third Principal Meridian in Cook County, Illinois, containing 0.032 acres, more or less, as shown on the attached plat. The parcel is bounded on the north by the centerline of the proposed Union Pacific Railroad tracks, on the east by the centerline of the proposed Union Pacific Railroad tracks, on the south by the centerline of the proposed Union Pacific Railroad tracks, and on the west by the centerline of the proposed Union Pacific Railroad tracks.

Parcel C2 Easement  
Part of the Southwest Quarter of Section 13, Township 40 North, Range 11 East, of the Third Principal Meridian in Cook County, State of Illinois, described as follows:  
Containing all the interests therein of the parcel known as Parcel C2, the SW 1/4 of the SW 1/4 of Section 13-40-11, Township 40 North, Range 11 East, of the Third Principal Meridian in Cook County, Illinois, containing 0.032 acres, more or less, as shown on the attached plat. The parcel is bounded on the north by the centerline of the proposed Union Pacific Railroad tracks, on the east by the centerline of the proposed Union Pacific Railroad tracks, on the south by the centerline of the proposed Union Pacific Railroad tracks, and on the west by the centerline of the proposed Union Pacific Railroad tracks.

Parcel C3 Easement  
Part of the Southwest Quarter of Section 13, Township 40 North, Range 11 East, of the Third Principal Meridian in Cook County, State of Illinois, described as follows:  
Containing all the interests therein of the parcel known as Parcel C3, the SW 1/4 of the SW 1/4 of Section 13-40-11, Township 40 North, Range 11 East, of the Third Principal Meridian in Cook County, Illinois, containing 0.032 acres, more or less, as shown on the attached plat. The parcel is bounded on the north by the centerline of the proposed Union Pacific Railroad tracks, on the east by the centerline of the proposed Union Pacific Railroad tracks, on the south by the centerline of the proposed Union Pacific Railroad tracks, and on the west by the centerline of the proposed Union Pacific Railroad tracks.



SCALE: 1" = 30'  
NORTH ARROW  
NORTH LINE OF THE NE 1/4 OF SECTION 14-40-11  
WEST LINE OF THE SW 1/4 OF SECTION 15-40-11  
EAST LINE OF THE NE 1/4 OF SECTION 14-40-11  
WEST LINE OF THE SW 1/4 OF SECTION 15-40-11

EAST LINE OF THE NE 1/4 OF SECTION 14-40-11  
WEST LINE OF THE SW 1/4 OF SECTION 15-40-11  
EAST LINE OF THE NE 1/4 OF SECTION 14-40-11  
WEST LINE OF THE SW 1/4 OF SECTION 15-40-11

EAST LINE OF THE NE 1/4 OF SECTION 14-40-11  
WEST LINE OF THE SW 1/4 OF SECTION 15-40-11  
EAST LINE OF THE NE 1/4 OF SECTION 14-40-11  
WEST LINE OF THE SW 1/4 OF SECTION 15-40-11

EAST LINE OF THE NE 1/4 OF SECTION 14-40-11  
WEST LINE OF THE SW 1/4 OF SECTION 15-40-11  
EAST LINE OF THE NE 1/4 OF SECTION 14-40-11  
WEST LINE OF THE SW 1/4 OF SECTION 15-40-11









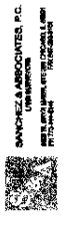


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CHICAGO INTERNATIONAL AIRPORT  
CITY OF CHICAGO  
CIVIL MODIFICATION PROGRAM

RAJINI EMANUEL  
PROJECT MANAGER  
SOMMERVILLE S. ANGLADE  
COMMISSIONER OF AIRPORTS



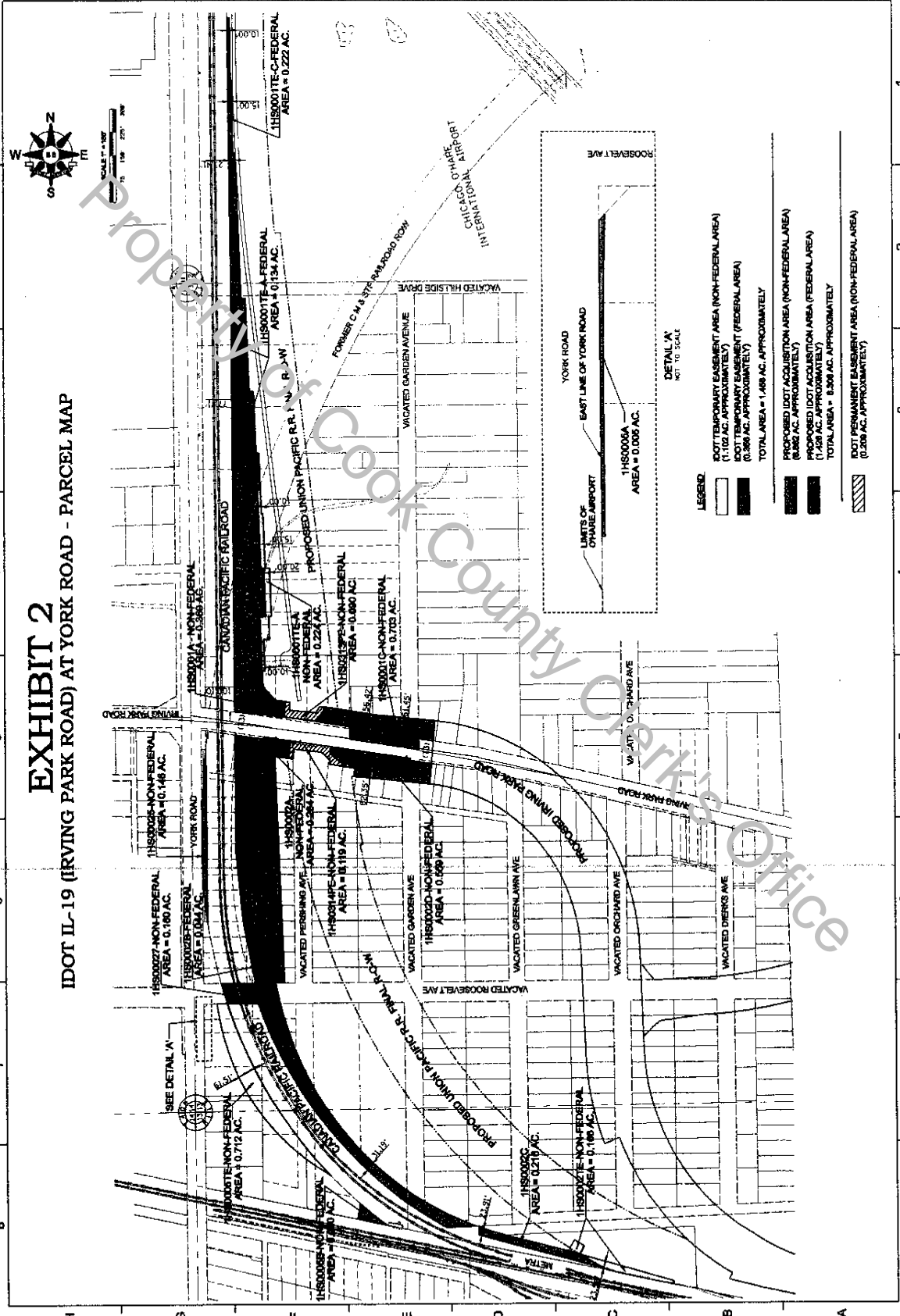
SANCHEZ & ASSOCIATES, P.C.  
1100 N. LAUREL  
CHICAGO, IL 60642  
PH: 312.281.1100  
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APPROVED DATE	APPROVED BY	PROJECT NAME
12/15/11	DEBRA J. BROWN	CHICAGO INTERNATIONAL AIRPORT MODIFICATION PROGRAM
12/15/11	DEBRA J. BROWN	CHICAGO INTERNATIONAL AIRPORT MODIFICATION PROGRAM
12/15/11	DEBRA J. BROWN	CHICAGO INTERNATIONAL AIRPORT MODIFICATION PROGRAM
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12/15/11	DEBRA J. BROWN	CHICAGO INTERNATIONAL AIRPORT MODIFICATION PROGRAM
12/15/11	DEBRA J. BROWN	CHICAGO INTERNATIONAL AIRPORT MODIFICATION PROGRAM

TRACT TITLE	DOT ACQUISITION PARCELS
1HS0005A	1.468 AC. APPROXIMATELY
1HS0005B	0.892 AC. APPROXIMATELY
1HS0005C	1.428 AC. APPROXIMATELY
1HS0005D	8.308 AC. APPROXIMATELY
1HS0005E	0.208 AC. APPROXIMATELY
1HS0005F	0.208 AC. APPROXIMATELY
1HS0005G	0.208 AC. APPROXIMATELY
1HS0005H	0.208 AC. APPROXIMATELY
1HS0005I	0.208 AC. APPROXIMATELY
1HS0005J	0.208 AC. APPROXIMATELY
1HS0005K	0.208 AC. APPROXIMATELY
1HS0005L	0.208 AC. APPROXIMATELY
1HS0005M	0.208 AC. APPROXIMATELY
1HS0005N	0.208 AC. APPROXIMATELY
1HS0005O	0.208 AC. APPROXIMATELY
1HS0005P	0.208 AC. APPROXIMATELY
1HS0005Q	0.208 AC. APPROXIMATELY
1HS0005R	0.208 AC. APPROXIMATELY
1HS0005S	0.208 AC. APPROXIMATELY
1HS0005T	0.208 AC. APPROXIMATELY
1HS0005U	0.208 AC. APPROXIMATELY
1HS0005V	0.208 AC. APPROXIMATELY
1HS0005W	0.208 AC. APPROXIMATELY
1HS0005X	0.208 AC. APPROXIMATELY
1HS0005Y	0.208 AC. APPROXIMATELY
1HS0005Z	0.208 AC. APPROXIMATELY

PROJECT NO. 1HS0005A  
DATE: JANUARY 31, 2012  
SHEET NO. 1 of 1

## EXHIBIT 2 IDOT IL-19 (IRVING PARK ROAD) AT YORK ROAD - PARCEL MAP



SCALE: 1" = 50'

DATE: 1/31/12  
SHEET: 1 of 1  
PROJECT: 1HS0005A  
DATE: JANUARY 31, 2012

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## Exhibit I-4-C - Highway Easement

### PERMANENT EASEMENT

This permanent easement ("Permanent Easement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Chicago, a municipal corporation organized, existing and duly authorized under and by virtue of the laws of the State of Illinois ("Grantor"), and the People of the State of Illinois, Department of Transportation ("Grantee").

Now, therefore, in exchange for the consideration agreed upon and set forth under the Memorandum of Agreement Between Grantor and Grantee for the Proposed Reconstruction of the Intersection of Illinois Route 19 (Irving Park Road) and York Road and the Canadian Pacific Bridge Over Irving Park Road, in Bensenville, and Chicago, Illinois ("MOA"), the parties agree as follows:

1. Grantor does by these presents, in accordance with said MOA, grant and convey to Grantee, a permanent exclusive easement for purposes of construction, operation, maintenance, repair, relocation, reconstruction, renewal, and use of a highway and other highway purposes, including, but not limited to, future construction of ramps and other access, ingress and egress ("Grantee's Use"), on, along, over, across and through the following described real estate (the "Easement Premises") in DuPage County, Illinois:

See Legal Descriptions and Plat attached hereto as Exhibits A, B and C, respectively, which are hereby made a part hereto. Address: \_\_\_\_\_, Bensenville, Illinois.

2. Grantee hereby covenants to and agrees with Grantor, and Grantor's successors, transferees, and assignees, that a right limited to Grantor's Railroad Use and Grantor's Telecommunication Use as provided in Paragraphs 7 and 8 below for railroad operations for the passage of railroad trackage and trains in the airspace above and the location of communication lines in the real property below the surface of the Easement Premises shall be reserved in Grantor and its successor's, transferees and assignees for the benefit of any common carrier by railroad in the performance of its right and obligation to provide rail transportation service for public convenience and necessity, provided, however, that Grantor's Railroad Use shall not unreasonably interfere with Grantee's Use of the Easement Premises and Grantor's Telecommunication Use shall not unreasonably interfere with Grantee's Use of the Easement Premises.



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3. Grantee hereby covenants to and agrees with Grantor, and Grantor's, successors, transferees and assigns, that a right of flight for the passage of aircraft in the airspace above the surface of the Easement Premises, shall be reserved in Grantor, and its successors, transferees and assigns, for the benefit of the public. This public right of flight shall include the right to cause in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on O'Hare International Airport ("Airport").

4. Grantee hereby covenants to and agrees with Grantor, and its successors and assigns, that it will cause the Easement Premises to remain at all times in a condition that avoids the erection of structures or growth of natural objects that would constitute an obstruction to air navigation and that it will prohibit any activity on the Easement Premises that would interfere with or be a hazard to the flight of aircraft over the Easement Premises or to and from the Airport, or that interferes with air navigation and communication facilities serving the Airport. With respect to the Easement Premises, no structure, growth or other obstruction is or shall be permitted above the heights shown on Exhibit D attached hereto and hereby made a part hereof [ATTACH PART 77 Diagram]. Grantor hereby reserves an easement such that if Grantee shall fail or refuse to maintain such condition, then after thirty (30) days written notice to Grantee, then Grantor shall have the right to make reasonable entry upon the Easement Premises and undertake such actions that are reasonably necessary or appropriate to maintain such condition. Within ninety (90) days after receipt of a notice of completion of any such work and an invoice for the costs attributable to such work, Grantee shall pay Grantor all such costs.

5. Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that, upon payment of the agreed upon consideration called for in the MOA, all claims arising out of the above acquisition have been settled pursuant to the terms of said MOA, including any diminution in value to any remaining property of Grantor caused by the opening, improving and using the above-described Easement Premises for construction purposes. This acknowledgement does not waive any claim for trespass or negligence against Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

6. This Permanent Easement is subject to the order (the "ICC Order") of the Illinois Commerce Commission dated May 4, 2011 in T11-0008 and T11-0009 Consolidated covering authorization to relocate the Union Pacific Railroad company grade separation over Illinois Route 19 (Irving Park Road) in the Grantee of Chicago, Cook County, Illinois designated as AAR/DOT # 174 051R, from Railroad Milepost 4.45 to Railroad Milepost 5.46 or from approximately 1.2 Miles east of York Road to approximately 400 feet east of York Road. The ICC Order also gives authorization to replace the existing Illinois Route 19 (Irving Park Road) at-grade crossing with the Canadian Pacific Railway Company's tracks, with a bridge carrying the tracks over Illinois Route 19 (Irving Park Road) designated as AAR/DOT #372 159V, Railroad Milepost 0.45 in the City of Chicago, Cook County, Illinois approximately 50 feet east of York Road,

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7. Grantor hereby reserves unto itself and its successors and assigns, the right to construct, maintain, use, operate, relocate, reconstruct and renew certain railroad tracks, facilities and bridge constructed over the Easement Premises and perform such other railroad related activities including those provided in the ICC Order ("Grantor's Railroad Use"), provided, however, that Grantor's Railroad Use shall not unreasonably interfere with Grantee's Use of the Easement Premises.

8. Grantor hereby further reserves unto itself and its successors and assigns, the right to construct, maintain, use, operate, relocate, reconstruct, renew and remove communication lines above and below the surface of the Easement Premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means, of electricity, voice data, video, digitized information, or other information ("Grantor's Telecommunication Use"), provided, however, that the communication lines are used by Grantor for railroad purposes and Grantor's Telecommunication Use and do not unreasonably interfere with Grantee's Use of the Easement Premises; and that any future installation of facilities for Grantor's Telecommunication Use shall require a permit from Grantee governing such future installation and such permit shall not be unreasonably withheld or denied.

9. Grantee's construction work on the Easement Premises has been approved by ICC Order. Any changes or modifications to the plans and specifications for such work shall be subject to Grantor's approval as provided in Paragraph 10 below.

10. The uses reserved by Grantor or granted to Grantee under this Easement Agreement shall not interfere with the other party's use of the Easement Premises for the uses and purposes granted or reserved herein. Accordingly, prior to performing any work on the Easement Premises, including without limitation, construction, reconstruction, or replacement (but excluding routine maintenance work), the party performing the work shall provide the other party with plans and specifications for such work, for the other party's approval, which approval shall not be unreasonably withheld or delayed. The party performing the work shall be responsible for all costs incurred by the other party in connection with such work, including without limitation, flagman and other traffic safety requirements. In addition, any such work is subject to the following:

(a) All contracts between Grantor or Grantee and their respective contractor(s) for any work to be performed on, under or over the Easement Premises shall provide that the Grantor, Grantee and/or their respective contractor(s) shall:

(i) For work performed by or on behalf of Grantor, Grantor and/or their respective contractors shall furnish to Grantee the customary and applicable liability insurance policy, and for work performed by or on behalf of Grantee, Grantee's contractor shall furnish to Grantor a railroad protective liability policy in the form provided by the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991 (23 CFR 646), or as such form may be hereafter amended or supplanted, and any other pertinent instructions issued by the Federal Highway Administration,

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Department of Transportation. The combined single limit of either of said policies shall not be less than Two Million Dollars (\$2,000,000.00), for all damages arising out of bodily injury to or death of any person or persons and for all damage arising out of loss or destruction of or injury or damage to property in any one occurrence, and, subject to that limit a total (or aggregate) limit of not less than Six Million Dollars (\$6,000,000.00), for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of or loss or destruction of or injury or damage to property during the policy period. Said insurance policies shall be executed by a corporation qualified to write the same in the State in which the work is to be performed, shall be in the form and substance satisfactory to Grantor or Grantee, as the case may be, and shall be delivered to and approved by Union Pacific Railroad Company's Chief Engineer (for work performed by or on behalf of Grantee) or delivered to and approved by Grantee (for work performed by or on behalf of Grantor) prior to the entry upon or use of the Easement Premises to perform such work by Grantee, Grantor or their respective contractor(s).

(ii) For work performed by or on behalf of Grantee, Grantee's contractor shall carry regular Contractor's Public Liability and Property Damage Insurance as specified in the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991 (23 CFR 646), or as such form may be hereafter supplanted or amended, and any other pertinent Instructions issued by the Federal Highway Administration, Department of Transportation, providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of the bodily injuries to or death of one person, and, subject to the limit of each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property in any one accident and subject to that limit a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages to or destruction of property during the policy period. A certified copy of the policy providing said Contractor's Public Liability and Property Damage Insurance executed by a corporation qualified to write the same in the State in which the work is to be performed, in form and substance satisfactory to Grantor or Grantee, as the case may be, shall be delivered to and approved by Union Pacific Railroad Company's Chief Engineer (for work performed by Grantee) and to Grantee (for work performed by Grantor) prior to the entry upon or use of the Easement Premises by the respective contractor.

(b) For work performed by Grantee, Grantee or its contractor(s) shall telephone Union Pacific Railroad Company's Communication Network Control Center during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Easement Premises; and if so, Grantee or its contractor(s) will contact the telecommunications company(ies) involved, and make arrangements with the telecommunication company(ies) for protection of the fiber optic cable prior to beginning any work on the Easement Premises.

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11. This grant shall constitute a covenant, which runs with the land, and or an equitable servitude and shall be binding upon the legal representatives, successors, transferees and assigns of Grantor and Grantee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Grantor: City of Chicago

By: \_\_\_\_\_  
Signature

[NOTARY]

Grantee: Illinois Department of Transportation

By: \_\_\_\_\_  
Signature

[NOTARY]

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## Exhibit I-4-D-1 - ALSF Easement (Runways 10L-28R, 10C-28C and 10R-28L)

### Section 1. Use, Easement Areas

This perpetual easement ("ALSF Easement") shall permit City to use only the portions of UP's property in DuPage County, Illinois, legally described as Parcels A6, A7, B4, B5, B6, C1, C2 and C3 on Exhibit I-4-B-1 and depicted on Exhibit I-4-B-2, including Exclusive Areas and Non-exclusive Areas, for the purposes of installing, operating, using, maintaining, inspecting, repairing, renewing, demolishing, removing, reconstructing, and replacing City's facilities comprised only of runway approach lights with sequenced flashing structures and equipment and necessary appurtenances ("ALSF") for Runways 10L-28R, 10C-28C and 10R-28L ("Runways"), and underground wireline, casing and necessary facilities connecting the ALSF facilities on each side of the UP tracks ("Casing") (ALSF and Casing are jointly known as the "Permitted Facilities"). The Permitted Facilities for Runways 10L-28R and 10C-28C are shown to scale in Exhibit I-4-D-2 and the Permitted Facilities for Runway 10R-28L shall be as approved in Section 12 of this Exhibit I-4-D (together Exhibit I-4-D-2 and plans approved under Section are hereinafter referred to as "Approved Plans"). Collectively, Exclusive Areas and Non-exclusive Areas, are the "Easement Areas". The Permitted Facilities shall always remain City's property and never become part of the realty owned by UP. City reserves this easement and agrees to fully observe all of its terms, conditions, and covenants.

### Section 2. Permitted Facilities, Track Clearances

- A. The ALSF and the Casing include, without limitation, lights, light towers and support members, foundations, electrical equipment, communications equipment, fencing, security equipment, cables, wirelines, and conduits for such cables and wirelines all as shown on the Approved Plans.
- B. The Casing shall strictly conform with UP's Common Standard Specification I029 adopted November 1949, and all amendments thereof and supplements thereto previously adopted by UP.
- C. The Permitted Facilities for Runway shall strictly comply with the horizontal and vertical track clearances shown on Approved Plans.

### Section 3. Costs

City shall bear all costs and expenses incurred in connection with the Permitted Facilities and this ALSF Easement, including, without limitation, any and all costs and expenses which may be incurred by UP in connection therewith. The Permitted Facilities and this ALSF Easement are deemed to NOT be of any benefit whatsoever, in whole or in part, to UP. UP shall not be required to bear any costs and expenses whatsoever related to the Permitted Facilities and this ALSF Easement. UP shall not be



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required to donate or contribute, without reimbursement or compensation, any funds or other resources whatsoever on account of the Permitted Facilities or this ALSF Easement.

City agrees and represents to UP that removing from service or operation one or both of the two ALSFs for any of the Runways will not interfere with or disrupt operation of the applicable Runway or of the O'Hare International Airport ("Airport"). Accordingly, City assumes the risk caused by such removal of the Permitted Facilities from service or operation and all resulting interference or disruption to Runways or Airport, and hereby releases UP from all claims, damages, causes of action, and liability arising from such interference or disruption arising, in whole or in part, due to UP's negligence in damaging the ALSFs.

## Section 4. Condition

City shall maintain the Permitted Facilities in a condition that is graffiti free, safe, and structurally sound. City shall not cause, suffer, or permit the Permitted Facilities to electrically interfere with UP's railroad communications or signal operations. City shall shield all lights on or in the ALSF so that they do not interfere with a railroad locomotive operator's vision.

## Section 5. Drainage

City shall provide adequate passageways for the waters of any drainage ditch or facilities (natural or artificial) on or in the Easement Areas. City shall not cause, suffer, or permit such waters to be obstructed, back up, overflow or damage UP's property or operations, the property or operations of others, or the Easement Areas due to the Permitted Facilities or City's activities under this ALSF Easement.

## Section 6. Railroad Protection

In the event that UP reasonably believes that support for its track, property or operations is or may become inadequate, UP shall have the right, if it so elects, to provide whatever support that UP reasonably deems appropriate for protecting its track, property or operations from the Permitted Facilities and City's activities under this ALSF Easement. In the event UP requests reimbursement for activities necessary or appropriate to provide such support and provides drawings to the City along with an explanation why such support is reasonably required, City shall pay to the UP, within ninety (90) days after bills shall have been rendered therefore, all actual costs and expenses reasonably or required to be incurred by UP in connection therewith.

## Section 7. Fiber Optics

Prior to commencing any excavation of, on or in the Easement Areas, City or its contractor shall telephone UP during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 to determine



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if fiber optic cable is buried anywhere on or near the excavation site; and if so buried, City or its contractor(s) will contact the telecommunications company(ies) involved, and make arrangements satisfactory to such telecommunication company(ies) for locating in the field the cable and relocation or other protection of the cable (at City's or its contractor's sole expense) prior to commencing such excavation.

## Section 8. Liens, Taxes

A. City shall fully and promptly pay for all materials and labor related to the Permitted Facilities. City shall not cause, suffer, or permit any mechanic's or material man's lien of any kind or nature related to the Permitted Facilities ("Liens") to be enforced against UP's property. UP shall promptly notify City in writing whenever it becomes aware of the threat or filing of any Liens and City shall timely appear and defend against such Liens. City shall reimburse UP for all costs and expenses incurred by UP as a result of any and all such Liens.

B. City shall promptly pay or discharge all taxes, charges and assessments duly levied upon, in respect to, or on account of the Permitted Facilities, prevent the same from becoming a charge or lien upon UP's property, and assure that any taxes, charges and assessments levied upon or in respect to UP's property shall not be increased because of the Permitted Facilities.

## Section 9. Access

A. The Easement Areas abut City's property. Because City is an abutting property owner, this ALSF Easement does not grant any ingress or egress rights or access routes to the Easement Areas on, along, or across UP's property outside of the Easement Areas.

B. City shall access the Casing only from manholes shown on the Approved Plans, or from open pits or manholes on City's abutting property or from excavations on UP's property approved under Section 12. Work involving the Casing or its contents shall not be performed using any "open cut" method of construction unless approved under Section 12.

C. This ALSF Easement does not permit City to install, use or operate any road or pedestrian crossing of UP's track. City shall cross the tracks only at crossings officially open to the general public.

## Section 10. Reservations, Limitations

A. This ALSF Easement does not permit City to install or operate (or to allow other parties to install or operate) within the Easement Areas, any improvements, facilities, equipment, or utilities that are not related to the Permitted Facilities, including, without limitation, sewers, fiber optic, cable television, telephone, or electricity, natural gas or water distribution that are not related to the Permitted Facilities.

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B. This ALSF Easement is subject to the prior and continuing right and obligation of UP, its successors and assigns, to concurrently use (and to grant to others all rights to concurrently use) all or portions of the Easement Areas (including both the Exclusive and Non-exclusive Easement Areas), i) in the performance of its duties as a common carrier, including the right to add, construct, reconstruct, maintain, operate, repair, alter, renew and replace existing and future railroad tracks, facilities, and appurtenances and ii) for UP's other uses of such portions of the Easement Areas including, without limitation, rights to use such areas for utilities, pipelines, fiber optics, communication or electricity wirelines, and all kinds of vehicles or equipment, all or any of which may be freely done at any time or times by UP, or its licensees, lessees or grantees, without liability to City, or any other party, for compensation or damages; provided, however, that UP agrees that it will not use or authorize the use of the Easement Areas in a manner that is inconsistent or will unreasonably interfere with the rights reserved by City in this Agreement. For purposes of the foregoing, the fiber optic or other utility facilities existing on the effective date of this ALSF Easement and located in the Easement Areas are hereby deemed to be consistent with and do not interfere with City's rights reserved under this ALSF Easement.

C. City shall fence off the Exclusive Areas in accordance with the Approved Plans. UP agrees that it will not enter or permit others to enter the fenced off Exclusive Areas to perform any work without obtaining the approval of such activities by City, which approval will not to be unreasonably withheld or denied. Unfenced areas and unapproved fenced areas are the Non-Exclusive Areas of the Easement Areas. The portions of the Easement Areas which are both physically fenced off and approved for fencing off under the plans are the Exclusive Areas.

D. UP, its successors and assigns, also reserves the right to mortgage, pledge, hypothecate or otherwise encumber and use all portions of the Easement Areas subject to City's rights for the installation, operation, maintenance, inspection, repair, renewal, demolition, removal, reconstruction, or replacement of the Permitted Facilities as provided in this Agreement.

E. City shall not damage, destroy, displace, remove, modify or interfere with the property or rights of nonparties with prior rights in, on or relating to the Easement Area or UP's property, unless City, at City's sole expense, settles with and obtains releases from such nonparties.

F. The ALSF Easement is reserved and held without any warranties from UP of title, quiet possession or against encumbrances whatsoever, express or implied.

## Section 11. Contractors Right of Entry Agreement

Upon completion of the Permitted Facilities, all City work and activity under this ALSF Equipment Easement that occurs more than 25 feet horizontally from the nearest outside rail, or that occurs only inside fenced off portions of the Exclusive Areas, or that

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occurs only inside the Casing shall not require a separate right of entry agreement, flagging or other protection

City shall prevent its contractors from entering or using any portion of the UP's property other than the Exclusive Areas and the area inside the Casing until UP and City's contractor have executed a Contractor's Right of Entry Agreement ("CROE"), in its current form. UP may from time to time increase or modify the City's insurance requirements to reflect changes or then current standard practices in the railroad or insurance industries. City is fully responsible for protecting UP's staff and facilities from the work and activities of City's contractor within the Easement Areas.

## Section 12. Plans

A. Before City commences any fencing, excavation or any other work in connection with the installation or construction of the Permitted Facilities for Runway 10R-28L or in connection with a substantial modification, including enlargement, change of location or change of track clearance, to any of the Permitted Facilities ("Substantial Work"), City shall submit City's plans to UP showing the proposed Permitted Facilities and Substantial Work. Such plans shall set out City's methods and manners of handling the Substantial Work and protecting property and operations of UP and third parties, including, without limitation, shoring and cribbing. City shall not proceed with the Substantial Work until such plans have been approved by UP's Vice President Engineering Services which approval shall not be unreasonably withheld or denied. Approval of Substantial Work involving fencing may be withheld or denied at UP's sole discretion. City's work and improvements shall strictly comply with the approved plans. Regardless if plans are submitted, approved, or not submitted or approved, the Permitted Facilities and all of City's work within the Easement Areas shall be done, installed, operated, and maintained to the reasonable satisfaction of UP, at City's sole cost and expense.

B. UP hereby approves the plans shown on Exhibit I-4-D-2 of this ALSF Easement.

## Section 13. Notice Before Commencing Work.

In emergency situations posing an unreasonable immediate risk of personal injury or property damage and requiring City's immediate work, City shall provide UP with as much notice as practicable before commencing any work. In all other situations, City shall notify UP at least ten (10) days in advance of the commencement of any work upon UP's property within 25 feet of track or for any Substantial Work. For any work City conducts within 25 feet of a track, UP will determine and inform City whether UP will require City to implement special protective or safety measures or have UP's flagman present. If any flagman or other special protective or safety measures are performed by UP, such services will be provided at City's sole cost and expense. If UP provides any such flagging or other services, City shall not be relieved of any of City's responsibilities set forth in this ALSF Easement.

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## Section 14. Supervision

City shall adequately police and supervise all work performed by City under this ALSF Easement. City shall conduct all work performed under this ALSF Easement in a safe manner. City's responsibilities for safe conduct and adequate policing and supervision of City's work shall not be lessened or otherwise affected by UP's approval of plans and specifications, or by UP's collaboration in performing any work, or by the presence of UP's representatives, or by City's compliance with any requests or recommendations made by UP's representatives. If UP's representative is assigned to City's work site, City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of UP's property, workers, and operations. City shall keep the Permitted Facilities and City's work sites free from safety and health hazards and ensure that City's workers and contractors are competent and adequately trained in all safety and health aspects of their work.

## Section 15. Fouling Track

City shall not cause, suffer or permit the Permitted Facilities or other equipment, material or debris from City's work, activities or property to fall upon or foul UP's tracks. City shall promptly remove any such Permitted Facilities, equipment, material or debris. UP may elect at anytime to perform such removal at City's sole cost and expense.

## Section 16. Excavation

City shall not excavate the Easement Areas in a manner which impairs or endanger the stability of UP's tracks or their ability to support the weight of fully loaded trains operating at normal speeds. City shall install and maintain adequate shoring and cribbing for all excavation performed by City in connection with work under this ALSF Easement. See Section 12 for excavation plan approval requirements. Work involving the Casing or its contents shall not be performed using any "open cut" method of construction unless approved under Section 12.

## Section 17. Casing Reinforcement, Relocation or Removal

A. City shall, at City's sole expense, reinforce the Casing, or raise or lower all or any portion of the Casing as the UP may reasonably request, whenever, in the furtherance of UP's railroad operations, UP reasonably finds such action desirable or necessary under UP's standards for use or maintenance of UP's track.

B. All the terms, conditions and stipulations herein expressed with reference to the Casing on UP's property shall (so far as the Casing remains on UP's property) apply to the Casing as modified or relocated within the contemplation of this Section 17.

C. In the event this ALSF Easement is terminated in accordance with Section 20.B. hereof, UP may elect to require City, at City's sole expense, to remove the Casing and its contents from those portions of UP's property beyond the track roadbed and restore



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(to UP's reasonable satisfaction) such portions of UP's property to the extent altered or disturbed by City. If City fails to do the foregoing, UP may do such work of removal and restoration at the expense of City. UP may also elect, upon termination of this ALSF Easement, at City's sole expense, to remove the portions of the Casing and its contents located underneath the track roadbed to as good a condition as it was in at the time of the construction of the Casing, or UP may require City to do such work of removal and restoration to UP's satisfaction. UP may also elect to require City to completely fill with grout any portion of the Casing that UP permits to be abandoned and remain in place.

## Section 18. Indemnification, As Is, Release

A. To the extent it may lawfully do so, City shall indemnify, defend, and hold harmless UP, and its officers, agents, employees, successors or assigns (the "Indemnitees"), against and from any and all liability (including, without limitation, strict, consequential or punitive damages), damages, loss, claims, demands, actions, causes of action, costs and expenses of whatsoever nature including, without limitation, court costs and reasonable attorneys' fees, which may result from personal injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such personal injury, death, loss, destruction or damage, howsoever caused, is proximately caused by the acts or omissions of City in the exercise by City of any of the easement rights herein reserved or obligations herein undertaken, except to the extent proximately caused by the negligence of the indemnitees. Within 30 days after any Indemnitee discovers or receives written notice of a claim that it wishes to be covered by this paragraph, UP shall provide written notice of such claim to City, and shall deliver with such notice copies of all notices, correspondence, summons, process or other documentation delivered by or to the Indemnitee in support of such claim. Together with such notice, UP and Indemnitee shall tender the defense of the claim to City and shall provide reasonable cooperation in the defense of such claim by City.

B. To the extent that City's interest in this ALSF Easement is assigned or leased to the Federal Aviation Administration, an agency of the United States of America ("FAA"), this Section 18B shall be substituted for Section 18A. FAA will be liable only to those persons damaged by any personal injury, death or injury to or loss of property if caused by the negligent and wrongful act or omission of an employee, officer, agent or contractor of the FAA while acting within the scope of his or her office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred, all in accordance with and subject to the conditions, limitations and exceptions set forth in Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.)

C. AS IS. CITY FOR ITSELF, ITS REPRESENTATIVES, ITS SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRIOR TO THE DATE OF THIS ALSF EASEMENT, HAS BEEN AFFORDED THE OPPORTUNITY TO MAKE SUCH INSPECTIONS OF THE EASEMENT AREAS AND MATTERS RELATED THERETO AS CITY AND ITS REPRESENTATIVES DESIRE. CITY ACKNOWLEDGES AND AGREES THAT THE EASEMENTS IN THE EXCLUSIVE

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AREAS AND THE NON-EXCLUSIVE AREAS ARE RESERVED TO AND ACCEPTED BY CITY IN AN "AS IS" CONDITION WITH ALL FAULTS. UP MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EASEMENT AREAS. IN PARTICULAR, BUT WITHOUT LIMITATION, UP MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE, CONDITION, TITLE, OCCUPATION OR MANAGEMENT OF THE EASEMENT AREAS, OR COMPLIANCE WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, REQUIREMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD), OR THE VOLUME, NATURE OR QUANTITY OF RAIL TRAFFIC. CITY ACKNOWLEDGES THAT IT IS ENTERING INTO THIS ALSO EASEMENT ON THE BASIS OF CITY'S OWN INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY, INCLUDING THE SUBSURFACE CONDITIONS, AND CITY ASSUMES THE RISK THAT ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION. CITY ACKNOWLEDGES THAT NOTWITHSTANDING ANY PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS, THIS ALSO EASEMENT CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THE EASEMENT AREAS AND SUPERSEDES ANY SUCH PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS.

D. RELEASE. FROM THE DATE OF THIS ALSO EASEMENT, CITY, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES UP, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN, EXISTING PHYSICAL OR ENVIRONMENTAL CONDITION OF THE EASEMENT AREAS (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE EASEMENT AREAS BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT, AND INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER INCLUDING EMPLOYEES, AGENTS OR CONTRACTORS OF UP, CITY OR ANY THIRD-PARTY, AND DAMAGE TO PROPERTY OF UP, CITY OR ANY THIRD-PARTY. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT



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LIABILITY OF UP, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

Section 19. Notices

A. Any notices required or desired to be given under this ALSF Easement shall be in writing and personally served, given by mail or overnight express courier delivery.

City: City of Chicago - Department of Aviation  
10510 W. Zemke Road  
Chicago, IL 60666  
Attention: Assistant Commissioner for Real Estate

With a copy to:

City of Chicago – Corporation Counsel  
121 North LaSalle Street  
Room 600 City Hall  
Chicago, Illinois 60602  
Attention: Real Estate Division

UP: UNION PACIFIC RAILROAD COMPANY  
ATTN: Assistant Vice President Engineering-Design  
1400 Douglas Street, Mail Stop 0910  
Omaha, Nebraska 68179  
Facsimile: (402) 501-0478

with a copy to:

Union Pacific Railroad Company  
Real Estate Department  
ATTN: Folder 2488-43  
1400 Douglas 301 West Lake Street  
Mail Stop 1690  
Omaha, Nebraska 68179  
Facsimile: (402) 501-0340

B. Personal service and overnight express courier delivery notices shall be deemed to be given upon receipt. Mailed notices shall be presumed received five (5) business days after deposit with the United States Postal Service, postage prepaid, by certified mail, return receipt requested. Addresses may be changed by written notice delivered in the manner provided in this section and shall be effective five (5) days thereafter.

Section 20. Miscellaneous

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A. UP's waiver of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by City shall in no way impair the right of UP to avail itself of any remedy for any subsequent breach thereof.

B. This ALSF Easement will cease and terminate only upon written agreement of UP and City, or in the event City substantially breaches this ALSF Easement and such breach is not promptly cured by City after written notice of breach is given to City. Upon termination of this ALSF Easement, City shall promptly remove the ALSF from the Easement Areas and restore, to UP's satisfaction, the Easement Areas and any portions of UP's other property disturbed by said removal. In the event that City fails to perform such removal and restoration work, UP may perform such removal and restoration work at City's sole cost and expense.

C. This ALSF Easement shall run with the land of the Easement Areas and shall be binding upon and inure to the benefit of UP and City and their respective successors and assigns.

D. City shall not assign City's interest in this ALSF Easement to any entity or person, without UP's written consent. Provided, however, City's interest in this ALSF Easement may be assigned to the Federal Aviation Administration (or its replacement government agency) without UP consent, provided that such assignment is in writing and the Federal Aviation Administration agrees to be fully bound by all the terms and conditions of this ALSF Easement. UP may elect to deem any other assignment of this ALSF Easement to be absolutely null and void, and, at UP's option, terminate this ALSF Easement.

E. This ALSF Easement shall be subject to, governed by and construed according to the laws of the State of Illinois, including but not limited to, 620 ILCS 65/30, except to the extent that such laws are otherwise preempted by applicable federal laws, rules or regulations.

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Exhibit I-4-D-2 - ALSF Easement Plans



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## Exhibit I-4-E-1 - ALSF Access Easement

This perpetual easement ("ALSF Access Easement") shall permit City to use only the portions of UP's property in DuPage County, Illinois, legally described as Parcels A4, A5, B7 and B8 on Exhibit I-4-B and depicted on Exhibit I-4-B-2, including Exclusive Areas and Non-exclusive Areas, for the purposes of installing, operating, maintaining, inspecting, repairing, renewing, demolishing, removing, reconstructing, and replacing pedestrian access bridges over track to provide access for ALSF maintenance activities, including stair towers and related facilities ("Stair Towers") for Runways 10L-28R and 10C-28C ("Runways"), and pedestrian bridges and related facilities ("Bridges") (the Stair Towers and Bridges are "Permitted Facilities"). Collectively, Exclusive Areas and Non-exclusive Areas, are the "Easement Areas". The Permitted Facilities shall be as approved in Section 12 of this Exhibit I-4-D. The Permitted Facilities shall always remain City's property and never become part of the realty owned by UP. City reserves this easement and agrees to fully observe all of its terms, conditions, and covenants.

### Section 2. Permitted Facilities, Track Clearances

- A. The Stair Towers and Bridges include, without limitation towers, stairs, walkways, support members, and foundations as shown on the plans approved under Section 12.
- B. The Permitted Facilities shall strictly comply with the horizontal and vertical track clearances shown on plans approved under Section 12.

### Section 3. Costs

City shall bear all costs and expenses incurred in connection with the Permitted Facilities and this ALSF Access Easement, including, without limitation, any and all costs and expenses which may be incurred by UP in connection therewith. The Permitted Facilities and this ALSF Access Easement are deemed to NOT be of any benefit whatsoever, in whole or in part, to UP. UP shall not be required to bear any costs and expenses whatsoever related to the Permitted Facilities and this ALSF Access Easement. UP shall not be required to donate or contribute, without reimbursement or compensation, any funds or other resources whatsoever on account of the Permitted Facilities or this ALSF Access Easement.

City agrees and represents to UP that removing from service or operation any or all of the Permitted Facilities will not interfere with or disrupt operation of the applicable Runway or of O'Hare International Airport ("Airport"). Accordingly, City assumes the risk caused by such removal of such Permitted Facilities from service or operation and all resulting interference or disruption to Runways or Airport, and hereby releases UP from all claims, damages, causes of action, and liability arising from such interference or disruption arising, in whole or in part, due to UP's negligence in damaging the Permitted Facilities.

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## Section 4. Condition

City shall maintain the Permitted Facilities in a condition that is graffiti free, safe, and structurally sound.

## Section 5. Drainage

City shall provide adequate passageways for the waters of any drainage ditch or facilities (natural or artificial) on or in the Easement Areas. City shall not cause, suffer, or permit such waters to be obstructed, back up, overflow or damage UP's property or operations, the property or operations of others, or the Easement Areas due to the Permitted Facilities or City's activities under this ALSF Access Easement.

## Section 6. Railroad Protection

UP shall have the right, if it so elects, to provide whatever protection that UP reasonably deems appropriate for protecting its track, property or operations from the Permitted Facilities and City's activities under this Easement. In the event UP requests reimbursement for activities necessary or appropriate to provide such protection and provides drawings to the City along with an explanation why such protection is reasonably required, City shall pay to the UP, within ninety (90) days after bills shall have been rendered therefore, all actual costs and expenses reasonably or required to be incurred by UP in connection therewith.

## Section 7. Fiber Optics

Prior to commencing any excavation of, on or in the Easement Areas, City or its contractor shall telephone UP during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 to determine if fiber optic cable is buried anywhere on or near the excavation site; and if so buried, City or its contractor(s) will contact the telecommunications company(ies) involved, and make arrangements satisfactory to such telecommunication company(ies) for locating in the field the cable and relocation or other protection of the cable (at City's or its contractor's sole expense) prior to commencing such excavation.

## Section 8. Liens, Taxes

A. City shall fully and promptly pay for all materials and labor related to the Permitted Facilities. City shall not cause, suffer, or permit any mechanic's or material man's lien of any kind or nature related to the Permitted Facilities ("Liens") to be enforced against UP's property. UP shall promptly notify City in writing whenever it becomes aware of the threat or filing of any Liens and City shall timely appear and defend against such Liens. City shall reimburse UP for all costs and expenses incurred by UP as a result of any and all such Liens.

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B. City shall promptly pay or discharge all taxes, charges and assessments duly levied upon, in respect to, or on account of the Permitted Facilities, prevent the same from becoming a charge or lien upon UP's property, and assure that any taxes, charges and assessments levied upon or in respect to UP's property shall not be increased because of the Permitted Facilities.

## Section 9. Access

A. The Easement Areas abut City's property. Because City is an abutting property owner, this ALSF Access Easement does not reserve any ingress or egress rights or access routes to the Easement Areas on, along, or across UP's property outside of the Easement Areas.

B. City shall never enter or disturb the subsurface and surface (track level) of Non-exclusive Areas under the Bridge between the Stair Towers.

C. This ALSF Access Easement does not permit City to install, use or operate any road crossing of UP's track. City shall cross the tracks with vehicles only at road crossings officially open to the general public. City shall cross the tracks under this ALSF Access Easement only inside the Stair Towers and inside the Pedestrian Bridges.

## Section 10. Reservations, Limitations

A. This ALSF Access Easement does not permit City to install or operate (or to allow other parties to install or operate) within the Easement Areas, any improvements, facilities, equipment, or utilities that are not related to the Permitted Facilities, including, without limitation, sewers, fiber optic, cable television, telephone, or electricity, natural gas or water distribution that are not related to the Permitted Facilities.

B. This ALSF Access Easement is subject to the prior and continuing right and obligation of UP, its successors and assigns, to concurrently use (and to grant to others all rights to concurrently use) all or portions of the Easement Areas (including both the Exclusive and Non-exclusive Easement Areas), i) in the performance of its duties as a common carrier, including the right to add, construct, reconstruct, maintain, operate, repair, alter, renew and replace existing and future railroad tracks, facilities, and appurtenances and ii) for UP's other uses of the Easement Areas including, without limitation, rights to use such areas for utilities, pipelines, fiber optics, communication or electricity wirelines, and all kinds of vehicles or equipment, all or any of which may be freely done at any time or times by UP, or its licensees, lessees or grantees, without liability to City, or any other party, for compensation or damages; provided, however, that UP agrees that it will not use or authorize the use of the Easement Areas in a manner that is inconsistent or will unreasonably interfere with the rights reserved by City in this Agreement. For purposes of the foregoing, any fiber optic and other utility facilities existing on the execution date of this ALSF Access Easement and located in

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the Easement Areas are hereby deemed to be consistent with and do not interfere with City's rights reserved under this ALSF Access Easement.

C. City shall fence off the Exclusive Easement Areas in accordance with the plans approved under Section 12. UP agrees that it will not enter or permit others to enter the fenced off Exclusive Areas to perform any work without obtaining the approval of such activities by City, which approval will not to be unreasonably withheld or denied. Unfenced areas and unapproved fenced areas are the Non-Exclusive Areas of the Easement Areas. The portions of the Easement Areas which are both physically fenced off and approved for fencing off under the plans are the Exclusive Areas.

D. UP, its successors and assigns, also reserves the right to mortgage, pledge, hypothecate or otherwise encumber and use all portions of the Easement Areas subject to City's rights for the installation, operation, maintenance, inspection, repair, renewal, demolition, removal, reconstruction, or replacement of the Permitted Facilities as provided in this Agreement.

E. City shall not damage, destroy, displace, remove, modify or interfere with the property or rights of nonparties with prior rights in, on or relating to the Easement Area or UP's property, unless City, at City's sole expense, settles with and obtains releases from such nonparties.

F. This ALSF Access Easement is reserved and held by City without any warranties from UP of title, quiet possession or against encumbrances whatsoever, express or implied.

## Section 11. Contractors Right of Entry Agreement

Upon completion of the Permitted Facilities, all City work and activity under this ALSF Access Easement that occurs more than 25 feet horizontally from the nearest outside rail, or that occurs inside fenced off portions of the Exclusive Area, or that occurs inside the Stair Tower and Bridge shall not require a separate right of entry agreement, flagging or other protection

City shall prevent its contractors from entering or using any portion of UP's property other than the Exclusive Areas or the area inside the Bridge until UP and City's contractor have executed a Contractor's Right of Entry Agreement ("CROE"), in its then current form. UP may from time to time increase or modify the City's insurance requirements to reflect changes or then current standard practices in the railroad or insurance industries. City is fully responsible for protecting UP's staff and facilities from the work and activities of City's contractor within the Easement Areas.

## Section 12. Plans

Before City commences any fencing, excavation, or any other work in connection with initial installation or substantial modification of the Permitted Facilities, including without

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limitation enlargement, change of location or change of track clearance ("Substantial Work"), City shall submit City's plans to UP showing the proposed Permitted Facilities and Substantial Work. Such plans shall also set out City's methods and manners of handling the work and protecting property and operations of UP and third parties, including, without limitation, shoring and cribbing. City shall not proceed with the Substantial Work until such plans have been approved by UP's Vice President Engineering Services which approval shall not be withheld or denied. Approval of Substantial Work involving fencing may be withheld or denied at UP's sole discretion. City's work and improvements shall strictly comply with the approved plans. Regardless if plans are submitted, approved, or not submitted or approved, the Permitted Facilities and all of City's work within the Easement Areas shall be done, installed, operated, and maintained to the reasonable satisfaction of UP, at City's sole cost and expense.

## Section 13. Notice Before Commencing Work.

In emergency situations posing an unreasonable immediate risk of personal injury or property damage and requiring City's immediate work, City shall provide UP with as much notice as practicable before commencing any work. In all other situations, City shall notify UP at least ten (10) days in advance of the commencement of any work upon UP's property within 25 feet of track or for any Substantial Work. For any work City conducts within 25 feet of a track, UP will determine and inform City whether UP will require City to implement special protective or safety measures or have UP's flagman present. If any flagman or other special protective or safety measures are performed by UP, such services will be provided at City's sole cost and expense. If UP provides any such flagging or other services, City shall not be relieved of any of City's responsibilities set forth in this Easement.

## Section 14. Supervision

City shall adequately police and supervise all work performed by City under this ALSF Access Easement. City shall conduct all work performed under this ALSF Access Easement in a safe manner. City's responsibilities for safe conduct and adequate policing and supervision of City's work shall not be lessened or otherwise affected by UP's approval of plans and specifications, or by UP's collaboration in performing any work, or by the presence of UP's representatives, or by City's compliance with any requests or recommendations made by UP's representatives. If UP's representative is assigned to City's work site, City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of UP's property, workers, and operations. City shall keep the Permitted Facilities and City's work sites free from safety and health hazards and ensure that City's workers and contractors are competent and adequately trained in all safety and health aspects of their work.

## Section 15. Fouling Track



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City shall not cause, suffer or permit the Permitted Facilities or other equipment, material or debris from City's work, activities or property to fall upon or foul UP's tracks. City shall promptly remove any such Permitted Facilities, equipment, material or debris. UP may elect at anytime to perform such removal at City's sole cost and expense.

## Section 16. Excavation

City shall not excavate the Easement Areas in a manner which impairs or endanger the stability of UP's tracks or their ability to support the weight of fully loaded trains operating at normal speeds. City shall install and maintain adequate shoring and cribbing for all excavation performed by City in connection with work under this ALSF Access Easement. City shall never disturb the subsurface or surface (track level) of the Non-exclusive Areas under the Bridge between the Stair Towers. See Section 12 for excavation plan approval requirements. See Section 12 for excavation plan approval requirements.

## Section 17. Casing Reinforcement, Relocation or Removal

Omitted – not applicable

## Section 18. Indemnification, As Is, Release

A. To the extent it may lawfully do so, City shall indemnify, defend, and hold harmless UP, and its officers, agents, employees, successors or assigns (the "Indemnitees"), against and from any and all liability (including, without limitation, strict, consequential or punitive damages), damages, loss, claims, demands, actions, causes of action, costs and expenses of whatsoever nature including, without limitation, court costs and reasonable attorneys' fees, which may result from personal injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such personal injury, death, loss, destruction or damage, howsoever caused, is proximately caused by the acts or omissions of City in the exercise by City of any of the easement rights herein reserved or obligations herein undertaken, except to the extent proximately caused by the negligence of the Indemnitees. Within 30 days after any Indemnatee discovers or receives written notice of a claim that it wishes to be covered by this paragraph, UP shall provide written notice of such claim to City, and shall deliver with such notice copies of all notices, correspondence, summons, process or other documentation delivered by or to the Indemnatee in support of such claim. Together with such notice, UP and Indemnatee shall tender the defense of the claim to City and shall provide reasonable cooperation in the defense of such claim by City.

B. To the extent that City's interest in this ALSF Access Easement is assigned or leased to the Federal Aviation Administration, an agency of the United States of America ("FAA"), this Section 18B shall be substituted for Section 18A. FAA will be liable only to those persons damaged by any personal injury, death or injury to or loss of property if caused by the negligent and wrongful act or omission of an employee, officer,



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agent or contractor of the FAA while acting within the scope of his or her office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred, all in accordance with and subject to the conditions, limitations and exceptions set forth in Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.)

C. AS IS. CITY FOR ITSELF, ITS REPRESENTATIVES, ITS SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRIOR TO THE DATE OF THIS ALSF ACCESS EASEMENT, HAS BEEN AFFORDED THE OPPORTUNITY TO MAKE SUCH INSPECTIONS OF THE EASEMENT AREAS AND MATTERS RELATED HERETO AS CITY AND ITS REPRESENTATIVES DESIRE. CITY ACKNOWLEDGES AND AGREES THAT THE ALSF ACCESS EASEMENT INCLUDING THE EXCLUSIVE AREAS AND THE NON-EXCLUSIVE AREAS ARE RESERVED TO AND ACCEPTED BY CITY IN AN "AS IS" CONDITION WITH ALL FAULTS. UP MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EASEMENT AREAS. IN PARTICULAR, BUT WITHOUT LIMITATION, UP MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE, CONDITION, TITLE, OCCUPATION OR MANAGEMENT OF THE EASEMENT AREAS, OR COMPLIANCE WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, REQUIREMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD), OR THE VOLUME, NATURE OR QUANTITY OF RAIL TRAFFIC. CITY ACKNOWLEDGES THAT IT IS ENTERING INTO THIS ALSF ACCESS EASEMENT ON THE BASIS OF CITY'S OWN INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY, INCLUDING THE SUBSURFACE CONDITIONS, AND CITY ASSUMES THE RISK THAT ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION. CITY ACKNOWLEDGES THAT NOTWITHSTANDING ANY PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS, THIS ALSF ACCESS EASEMENT CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THE EASEMENT AREAS AND SUPERSEDES ANY SUCH PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS.

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AREAS (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE EASEMENT AREAS BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT, AND INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER INCLUDING EMPLOYEES, AGENTS OR CONTRACTORS OF UP, CITY OR ANY THIRD-PARTY, AND DAMAGE TO PROPERTY OF UP, CITY OR ANY THIRD-PARTY. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF UP, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

## Section 19. Notices

A. Any notices required or desired to be given under this ALSF Access Easement shall be in writing and personally served, given by mail or overnight express courier delivery.

City: City of Chicago - Department of Aviation  
10510 W. Zemke Road  
Chicago, IL 60666  
Attention: Assistant Commissioner for Real Estate

with a copy to:

City of Chicago -- Corporation Counsel  
121 North LaSalle Street  
Room 600 City Hall  
Chicago, Illinois 60602  
Attention: Real Estate Division

UP: UNION PACIFIC RAILROAD COMPANY  
ATTN: Assistant Vice President Engineering-Design  
1400 Douglas Street, Mail Stop 0910  
Omaha, Nebraska 68179  
Facsimile: (402) 501-0478

with a copy to:

Union Pacific Railroad Company  
Real Estate Department  
ATTN: Folder 2488-43  
1400 Douglas Street

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Mail Stop 1690  
Omaha, Nebraska 68179  
Facsimile: (402) 501-0340

B. Personal service and overnight express courier delivery notices shall be deemed to be given upon receipt. Mailed notices shall be presumed received five (5) business days after deposit with the United States Postal Service, postage prepaid, by certified mail, return receipt requested. Addresses may be changed by written notice delivered in the manner provided in this section and shall be effective five (5) days thereafter.

## Section 20. Miscellaneous

A. UP's waiver of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by City shall in no way impair the right of UP to avail itself of any remedy for any subsequent breach thereof.

B. This ALSF Access Easement will cease and terminate only upon abandonment of the Permitted Facilities, or in the event City substantially breaches this ALSF Access Easement and such breach is not promptly cured by City after written notice of breach is given to City. Upon termination of this ALSF Access Easement, City shall promptly remove the Permitted Facilities from the Easement Areas and restore, to UP's satisfaction, UP's property disturbed by said removal. In the event that City fails to perform such removal and restoration work, UP may perform such removal and restoration work at City's sole cost and expense.

C. This ALSF Access Easement shall run with the land of the Easement Areas and shall be binding upon and inure to the benefit of UP and City and their respective successors and assigns.

D. City shall not assign City's interest in this ALSF Access Easement to any entity or person, without UP's written consent. Provided, however, City's interest in this ALSF Access Easement may be assigned to the Federal Aviation Administration, IDOT or the Illinois State Toll Highway Authority (or their respective replacement government agencies) provided that such assignment is in writing and such assignee agrees to be fully bound by all the terms and conditions of this Easement. UP may elect to deem any other assignment of this ALSF Access Easement to be absolutely null and void, and, at UP's option, terminate this Easement.

E. This ALSF Access Easement shall be subject to, governed by and construed according to the laws of the State of Illinois, including but not limited to, 620 ILCS 65/30, except to the extent that such laws are otherwise preempted by applicable federal laws, rules or regulations.

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Exhibit I-4-E-2 - ALSF Access Easement Plans

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## Exhibit I-4-F-1 - Access Tunnel Easement

### Section 1. Use, Easement Areas

The perpetual easement ("Access Tunnel Easement") shall permit City to use only the portions of UP's property in Cook County, Illinois, and legally described as Parcel D2 on Exhibit I-4-B and depicted on Exhibit I-4-B-2 ("Easement Areas"), for the purposes of installing, operating, maintaining, inspecting, repairing, renewing, demolishing, removing, reconstructing, and replacing an Access Tunnel with railroad bridge structure and related structures and facilities ("Access Tunnel"), all of which are shown to scale in Exhibit I-4-F-2 (the "Permitted Facilities"). The Permitted Facilities shall always remain City's property and never become part of the realty owned by UP. City reserves this Access Tunnel Easement and agrees to fully observe all of its terms, conditions, and covenants.

### Section 2. Permitted Facilities, Track Clearances

- A. The Access Tunnel includes the tunnel components shown on Exhibit I-4-F-2.
- B. The Access Tunnel shall strictly conform with UP's Common Standard Specification I029 adopted November 1949, and all amendments thereof and supplements thereto previously adopted by UP.
- C. The Permitted Facilities shall strictly comply with the horizontal and vertical track clearances shown on Exhibit I-4-F-2.

### Section 3. Costs

City shall bear all costs and expenses incurred in connection with the Permitted Facilities and this Access Tunnel Easement, including, without limitation, any and all costs and expenses which may be incurred by UP in connection therewith. The Permitted Facilities and this Access Tunnel Easement are deemed to NOT be of any benefit whatsoever, in whole or in part, to UP. UP shall not be required to bear any costs and expenses whatsoever related to the Permitted Facilities and this Access Tunnel Easement. UP shall not be required to donate or contribute, without reimbursement or compensation, any funds or other resources whatsoever on account of the Permitted Facilities or this Access Tunnel Easement.

City agrees and represents to UP that removing from service or operation any or all of the Permitted Facilities will not interfere with or disrupt operation of the applicable Runway or of O'Hare International Airport ("Airport"). Accordingly, City assumes the risk caused by such removal of such Permitted Facilities from service or operation and all resulting interference or disruption to the Airport, and hereby releases UP from all

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claims, damages, causes of action, and liability arising from such interference or disruption arising, in whole or in part, due to UP's negligence in damaging the Permitted Facilities.

## Section 4. Condition

City shall maintain the Permitted Facilities in a condition that is graffiti free, safe, and structurally sound.

## Section 5. Drainage

City shall provide adequate passageways for the waters of any drainage ditch or facilities (natural or artificial) on or in the Easement Areas. City shall not cause, suffer, or permit such waters to be obstructed, back up, overflow or damage UP's property or operations, the property or operations of others, or the Easement Areas due to the Permitted Facilities or City's activities under this Access Tunnel Easement.

## Section 6. Railroad Protection

In the event that UP reasonably believes that support for its track, property or operations is or may become inadequate, UP shall have the right, if it so elects, to request the City to install or provide whatever support that UP reasonably deems appropriate for protecting its track, property or operations from the Permitted Facilities and City's activities under this Easement. In the event UP requests such support and the City refuses to provide or install such support, UP may perform such work and request reimbursement for such activities necessary or appropriate to provide such support, providing drawings to the City along with an explanation why such support is reasonably required. Upon receipt of such items, City shall pay to the UP, within ninety (90) days after bills shall have been rendered therefore, all actual costs and expenses reasonably or required to be incurred by UP in connection therewith.

## Section 7. Fiber Optics

Prior to commencing any excavation of, on or in the Easement Areas, City or its contractor shall telephone UP during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 to determine if fiber optic cable is buried anywhere on or near the excavation site; and if so buried, City or its contractor(s) will contact the telecommunications company(ies) involved, and make arrangements satisfactory to such telecommunication company(ies) for locating in the field the cable and relocation or other protection of the cable (at City's or its contractor's sole expense) prior to commencing such excavation.

## Section 8. Liens, Taxes

A. City shall fully and promptly pay for all materials and labor related to the Permitted Facilities. City shall not cause, suffer, or permit any mechanic's or material

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man's lien of any kind or nature related to the Permitted Facilities ("Liens") to be enforced against UP's property. UP shall promptly notify City in writing whenever it becomes aware of the threat or filing of any Liens and City shall timely appear and defend against such Liens. City shall reimburse UP for all costs and expenses incurred by UP as a result of any and all such Liens.

B. City shall promptly pay or discharge all taxes, charges and assessments duly levied upon, in respect to, or on account of the Permitted Facilities, prevent the same from becoming a charge or lien upon UP's property, and assure that any taxes, charges and assessments levied upon or in respect to UP's property shall not be increased because of the Permitted Facilities.

## Section 9. Access

Section 9 is intentionally deleted and left blank.

## Section 10. Reservations, Limitations

A. This Access Tunnel Easement does not permit City to install or operate (or to allow other parties to install or operate) within the Easement Areas, any improvements, facilities, equipment, or utilities that are not related to the Permitted Facilities, including, without limitation, sewers, fiber optic, cable television, telephone, or electricity, natural gas or water distribution that are not related to the Permitted Facilities.

B. This Access Tunnel Easement is subject to the prior and continuing right and obligation of UP, its successors and assigns, to concurrently use (and to grant to others all rights to concurrently use) all or portions of the Easement Areas: i) in the performance of its duties as a common carrier, including the right to add, construct, reconstruct, maintain, operate, repair, alter, renew and replace existing and future railroad tracks, facilities, and appurtenances and ii) for UP's other uses of the Easement Areas including, without limitation, rights to use such areas for utilities, pipelines, fiber optics, communication or electricity wirelines, and all kinds of vehicles or equipment, all or any of which may be freely done at any time or times by UP, or its licensees, lessees or City, without liability to City, or any other party, for compensation or damages; provided, however, that UP agrees that it will not use or authorize the use of the Easement Areas in a manner that is inconsistent or will unreasonably interfere with the rights reserved to City in this Agreement. For purposes of the foregoing, any fiber optic and other utility facilities existing on the execution date of this Access Tunnel Easement and located in the Easement Areas are hereby deemed to be consistent with and do not interfere with City's rights reserved under this Access Tunnel Easement.

C. City may install a locked gate in the Easement Area which prevents third parties from using the Easement Area. If the gate is locked, City shall provide UP with a key, upon UP's request, or make another arrangements with UP allowing UP free and easy access through the locked gate.

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D. UP, its successors and assigns, also reserves the right to mortgage, pledge, hypothecate or otherwise encumber and use all portions of the Easement Areas subject to City's rights for the installation, operation, maintenance, inspection, repair, renewal, demolition, removal, reconstruction, or replacement of the Permitted Facilities as provided in this Agreement.

E. City shall not damage, destroy, displace, remove, modify or interfere with the property or rights of nonparties with prior rights in, on or relating to the Easement Areas or UP's property, unless City, at City's sole expense, settles with and obtains releases from such nonparties.

F. The Access Tunnel Easement is reserved and held without any warranties of title from UP, quiet possession or against encumbrances whatsoever, express or implied.

## Section 11. Contractor's Right of Entry Agreement

Upon completion of the Permitted Facilities, all City work and activity under this Access Tunnel Easement that occurs within the Permitted Facilities shall not require a separate right of entry agreement, flagging or other protection

City shall prevent its contractor from entering or using any portion of UP's property other than the area inside the Access Tunnel until UP and City's contractor have executed a Contractor's Right of Entry Agreement ("CROE"), in its then current form. UP may from time to time increase or modify the City's insurance requirements to reflect changes or then current standard practices in the railroad or insurance industries. City is fully responsible for protecting UP's staff and facilities from the work and activities of City's contractor within the Easement Areas.

## Section 12. Plans

A. Before City commences any work in connection with initial installation or substantial modification of, including without limitation enlargement, change of location or change of track clearance ("Substantial Work"), for the Permitted Facilities, City shall submit City's plans to UP showing the proposed Permitted Facilities and Substantial Work. Such plans shall also set out City's methods and manners of handling the Substantial Work and protecting property and operations of UP and third parties, including, without limitation, shoring and cribbing. City shall not proceed with the Substantial Work until such plans have been approved by UP's Vice President Engineering Services which approval shall not be unreasonably withheld or denied. City's work and improvements shall strictly comply with the approved plans. Regardless if plans are submitted, approved, or not submitted or approved, the Permitted Facilities and all of City's work within the Easement Areas shall be done, installed, operated, and maintained to the reasonable satisfaction of UP, at City's sole cost and expense.

B. UP hereby approves the Access Tunnel Plans shown on Exhibit I-4-F-2.

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## Section 13. Notice Before Commencing Work.

In emergency situations posing an unreasonable immediate risk of personal injury or property damage and requiring City's immediate work, City shall provide UP with as much notice as practicable before commencing any work. In all other situations, City shall notify UP at least ten (10) days in advance of the commencement of any work upon UP's property within 25 feet of track (except for simple use or access within the Permitted Facilities) or for any Substantial Work. For any work City conducts within 25 feet of a track (except for simple use or access within the Permitted Facilities), UP will determine and inform City whether UP will require City to implement special protective or safety measures or have UP's flagman present. If any flagman or other special protective or safety measures are performed by UP, such services will be provided at City's sole cost and expense. If UP provides any such flagging or other services, City shall not be relieved of any of City's responsibilities set forth in this Easement.

## Section 14. Supervision:

City shall adequately police and supervise all work performed by City under this Access Tunnel Easement. City shall conduct all work performed under this Access Tunnel Easement in a safe manner. City's responsibilities for safe conduct and adequate policing and supervision of City's work shall not be lessened or otherwise affected by UP's approval of plans and specifications, or by UP's collaboration in performing any work, or by the presence of UP's representatives, or by City's compliance with any requests or recommendations made by UP's representatives. If UP's representative is assigned to City's work site, City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of UP's property, workers, and operations. City shall keep the Permitted Facilities and City's work sites free from safety and health hazards and ensure that City's workers and contractors are competent and adequately trained in all safety and health aspects of their work.

## Section 15. Fouling Track

This Section 15 is intentionally deleted and left blank

## Section 16. Excavation or Use of Easement Areas

A. City shall not excavate or use the Easement Areas in a manner which impairs or endanger the stability of UP's tracks or their ability to support the weight of fully loaded trains operating at normal speeds. City shall install and maintain adequate shoring and cribbing for all work performed by City under this Access Tunnel Easement.

B. City shall cause, suffer or permit the Permitted Facilities to impair or endanger the stability of UP's tracks or their ability to support the weight of fully loaded trains operating at normal speeds.



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## Section 17. Modification, Reinforcement

City shall, at City's sole expense, reinforce, modify or strengthen all or any portion of the Permitted Facilities as the UP may reasonably request, whenever, in the furtherance of UP's railroad operations, UP reasonably finds such action desirable or necessary under UP's standards for use or maintenance of UP's track.

## Section 18. Indemnification, As Is, Release

A. To the extent it may lawfully do so, City shall indemnify, defend, and hold harmless UP, and its officers, agents, employees, successors or assigns (the "Indemnitees"), against and from any and all liability (including, without limitation, strict, consequential or punitive damages), damages, loss, claims, demands, actions, causes of action, costs and expenses of whatsoever nature including, without limitation, court costs and reasonable attorneys' fees, which may result from personal injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such personal injury, death, loss, destruction or damage, howsoever caused, is proximately caused by the acts or omissions of City in the exercise by City of any of the easement rights herein reserved or obligations herein undertaken, except to the extent proximately caused by the negligence of the Indemnitees. Within 30 days after any Indemnitee discovers or receives written notice of a claim that it wishes to be covered by this paragraph, UP shall provide written notice of such claim to City, and shall deliver with such notice copies of all notices, correspondence, summons, process or other documentation delivered by or to the Indemnitee in support of such claim. Together with such notice, UP and Indemnitee shall tender the defense of the claim to City and shall provide reasonable cooperation in the defense of such claim by City.

B. To the extent that City's interest in this Access Tunnel Easement is assigned or leased to the Federal Aviation Administration, an agency of the United States of America ("FAA"), this Section 18B shall be substituted for Section 18A. FAA will be liable only to those persons damaged by any personal injury, death or injury to or loss of property if caused by the negligent and wrongful act or omission of an employee, officer, agent or contractor of the FAA while acting within the scope of his or her office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred, all in accordance with and subject to the conditions, limitations and exceptions set forth in Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.)

C. **AS IS. CITY FOR ITSELF, ITS REPRESENTATIVES, ITS SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRIOR TO THE DATE OF THIS ACCESS TUNNEL EASEMENT, HAS BEEN AFFORDED THE OPPORTUNITY TO MAKE SUCH INSPECTIONS OF THE EASEMENT AREAS AND MATTERS RELATED THERETO AS CITY AND ITS REPRESENTATIVES DESIRE. CITY ACKNOWLEDGES AND AGREES THAT THE ACCESS TUNNEL EASEMENT IS**



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RESERVED TO AND ACCEPTED BY CITY IN AN "AS IS" CONDITION WITH ALL FAULTS. UP MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EASEMENT AREAS. IN PARTICULAR, BUT WITHOUT LIMITATION, UP MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE, CONDITION, TITLE, OCCUPATION OR MANAGEMENT OF THE EASEMENT AREAS, OR COMPLIANCE WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, REQUIREMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD), OR THE VOLUME, NATURE OR QUANTITY OF RAIL TRAFFIC. CITY ACKNOWLEDGES THAT IT IS ENTERING INTO THIS ACCESS TUNNEL EASEMENT ON THE BASIS OF CITY'S OWN INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY, INCLUDING THE SUBSURFACE CONDITIONS, AND CITY ASSUMES THE RISK THAT ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION. CITY ACKNOWLEDGES THAT NOTWITHSTANDING ANY PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS, THIS ACCESS TUNNEL EASEMENT CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THE EASEMENT AREAS AND SUPERSEDES ANY SUCH PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS.

D. RELEASE. FROM THE DATE OF THIS ACCESS TUNNEL EASEMENT, CITY, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES UP, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN, EXISTING PHYSICAL OR ENVIRONMENTAL CONDITION OF THE EASEMENT AREAS (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE EASEMENT AREAS BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT, AND INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER INCLUDING EMPLOYEES, AGENTS OR CONTRACTORS OF UP, CITY OR ANY THIRD-PARTY, AND DAMAGE TO PROPERTY OF UP, CITY OR ANY THIRD-PARTY. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF UP, ITS

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AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

Section 19. Notices

A. Any notices required or desired to be given under this Access Tunnel Easement shall be in writing and personally served, given by mail or overnight express courier delivery.

City: City of Chicago - Department of Aviation  
10510 W. Zemke Road  
Chicago, IL 60666  
Attention: Assistant Commissioner for Real Estate

with a copy to:

City of Chicago - Corporation Counsel  
121 North LaSalle Street  
Room 600 City Hall  
Chicago, Illinois 60602  
Attention: Real Estate Division

UP: UNION PACIFIC RAILROAD COMPANY  
ATTN: Assistant Vice President Engineering-Design  
1400 Douglas Street, Mail Stop 0910  
Omaha, Nebraska 68179  
Facsimile: (402) 501-0478

with a copy to:

Union Pacific Railroad Company  
Real Estate Department  
ATTN: Folder 2488-43  
1400 Douglas Street  
Mail Stop 1690  
Omaha, Nebraska 68179  
Facsimile: (402) 501-0340

B. Personal service and overnight express courier delivery notices shall be deemed to be given upon receipt. Mailed notices shall be presumed received five (5) business days after deposit with the United States Postal Service, postage prepaid, by certified mail, return receipt requested. Addresses may be changed by written notice delivered in the manner provided in this section and shall be effective five (5) days thereafter.

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## Section 20. Miscellaneous

A. UP's waiver of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by City shall in no way impair the right of UP to avail itself of any remedy for any subsequent breach thereof.

B. This Access Tunnel Easement will cease and terminate only upon written agreement of UP and City, or in the event City substantially breaches this Access Tunnel Easement and such breach is not promptly cured by City after written notice of breach is given to City. Upon termination of this Access Tunnel Easement, City shall promptly remove the Permitted Facilities from the Easement Areas and restore, to UP's satisfaction, UP's property disturbed by said removal. In the event that City fails to perform such removal and restoration work, UP may perform such removal and restoration work at City's sole cost and expense.

C. This Access Tunnel Easement shall run with the land of the Easement Areas and shall be binding upon and inure to the benefit of UP and City and their respective successors and assigns.

D. City shall not assign City's interest in this Access Tunnel Easement to any entity or person, without UP's written consent. Provided, however, City's interest in this Access Tunnel Easement may be assigned to the Federal Aviation Administration, IDOT or the Illinois State Toll Highway Authority (or their respective replacement government agencies) without UP consent provided that such assignment is in writing and such assignee agrees to be fully bound by all the terms and conditions of this Easement. UP may elect to deem any other assignment of this Access Tunnel Easement to be absolutely null and void, and, at UP's option, terminate this Access Tunnel Easement.

E. This Access Tunnel Easement shall be subject to, governed by and construed according to the laws of the State of Illinois, including but not limited to, 620 ILCS 65/30, except to the extent that such laws are otherwise preempted by applicable federal laws, rules or regulations.

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Exhibit I-4-F-2 - Access Tunnel Easement Plans



Property of Cook County Clerk's Office

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- NOTES:**
1. ALL STATION AND OFFSET MEASUREMENTS ARE OBTAINED FROM PROPOSED UPPER MAIN NO. 2 SEE SHEETS CU-102 TO CU-105.
  2. FOR ALIGNMENT AND CURVE DATA SEE SHEETS CU-102 TO CU-105.
  3. FINAL LOCATION AND INVERTS OF CASING PIPES FOR FUTURE ASSESSMENT BANKS TO BE PROVIDED BY COMMISSIONER.

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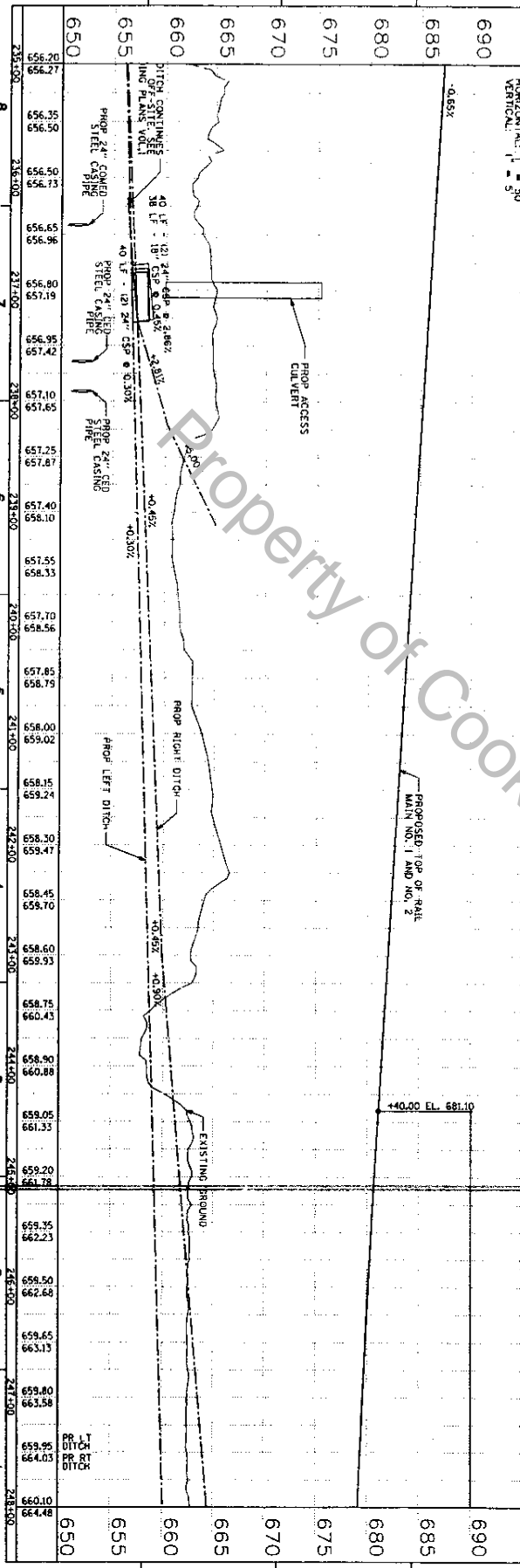
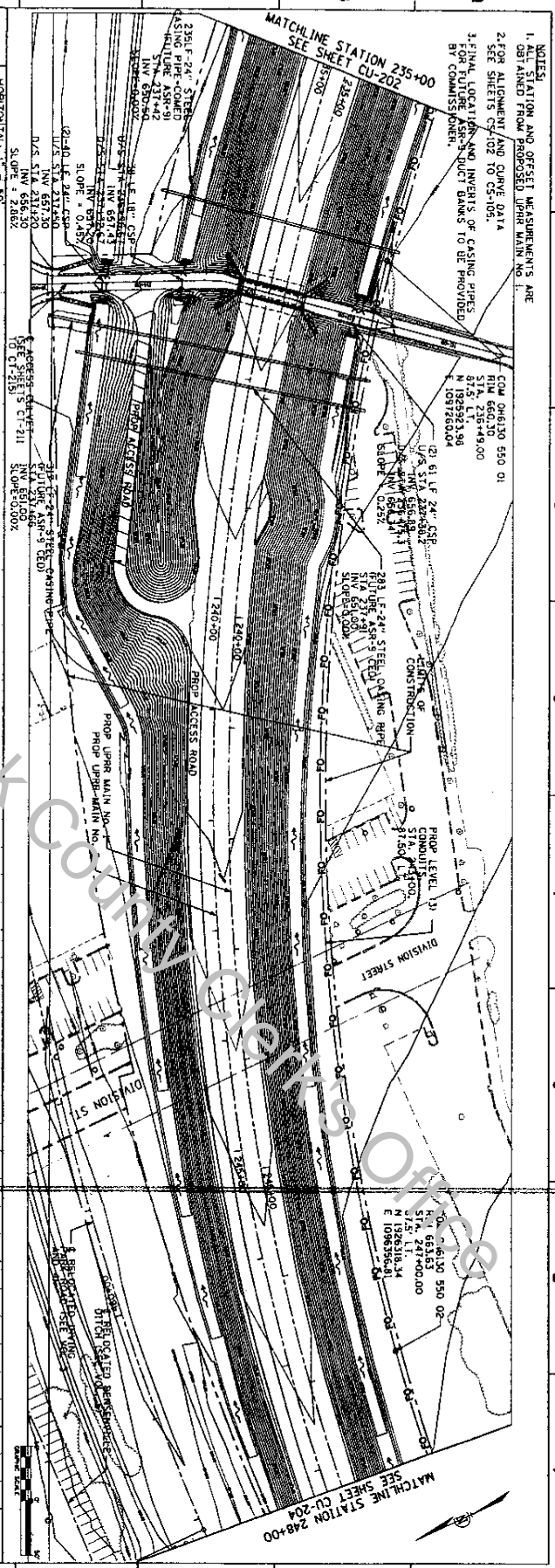
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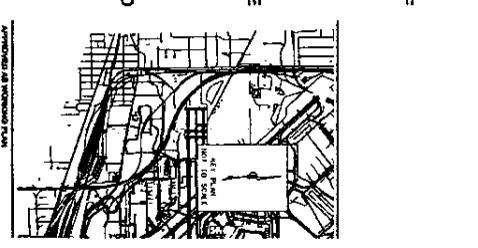
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**CH2M HILL**  
 CH2M HILL  
 100 N. LAKE STREET  
 CHICAGO, IL 60601  
 TEL: 312.226.4000  
 WWW.CH2MHILL.COM

**TSD Rail Specialist, LLC**  
 100 N. LAKE STREET  
 CHICAGO, IL 60601  
 TEL: 312.226.4000  
 WWW.TSDRAILSPECIALIST.COM



**APPROVED AS SHOWN PLAN**

NO.	DATE	DESCRIPTION
1	12/20/2010	ISSUED FOR CONSTRUCTION
2		
3		
4		
5		
6		
7		
8		
9		
10		

**CHANGE MODIFICATION PROGRAM**  
 UPRR CENTRAL  
 RIVINGTON PARK ROAD AND  
 BENSenville DITCH RELOCATIONS

**BRIDGE AND UTILITY PLAN AND PROFILE**  
 STA. 238+00 TO STA. 248+00

PROJECT NO. CH2M HILL 0607185  
 DATE: 12/20/2010

**CU-203**



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## Exhibit I-4-G-1 - ASR Conduit Easement

### Section 1. Use, Easement Areas

This perpetual easement ("ASR Conduit Easement") shall permit City to use only the portions of UP's property in Cook County, Illinois, legally described as Parcel D1 on Exhibit I-4-B-1 and depicted on Exhibit I-4-B-2 ("Easement Areas"), for the purposes of installing, operating, maintaining, inspecting, repairing, renewing, demolishing, removing, reconstructing, and replacing an ASR conduit and related equipment and facilities ("ASR Conduit"), all of which are shown to scale in Exhibit I-4-G-2 (the "Permitted Facilities"). The Permitted Facilities shall always remain City's property and never become part of the realty owned by UP. City reserves this ASR Conduit Easement and agrees to fully observe all of its terms, conditions, and covenants.

### Section 2. Permitted Facilities, Track Clearances

- A. The ASR Conduit includes the casing shown on plans in Exhibit I-4-G-2.
- B. The ASR Conduit shall strictly conform with UP's Common Standard Specification I029 adopted November 1949 and all amendments thereof and supplements thereto previously adopted by UP.
- C. The Permitted Facilities shall strictly comply with the horizontal and vertical track clearances shown on Exhibit I-4-G-2.

### Section 3. Costs

City shall bear all costs and expenses incurred in connection with the Permitted Facilities and this ASR Conduit Easement, including, without limitation, any and all costs and expenses which may be incurred by UP in connection therewith. The Permitted Facilities and this ASR Conduit Easement are deemed to NOT be of any benefit whatsoever, in whole or in part, to UP. UP shall not be required to bear any costs and expenses whatsoever related to the Permitted Facilities and this ASR Conduit Easement. UP shall not be required to donate or contribute, without reimbursement or compensation, any funds or other resources whatsoever on account of the Permitted Facilities or this ASR Conduit Easement.

City agrees and represents to UP that removing from service or operation any or all of the Permitted Facilities will not interfere with or disrupt operation of the applicable Runway or of O'Hare International Airport ("Airport"). Accordingly, City assumes the risk caused by such removal of such Permitted Facilities from service or operation and all resulting interference or disruption to Runways or Airport, and hereby releases UP from all claims, damages, causes of action, and liability arising from such interference or

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disruption arising, in whole or in part, due to UP's negligence in damaging the Permitted Facilities.

## Section 4. Condition

City shall maintain the Permitted Facilities in a condition that is safe and structurally sound.

## Section 5. Drainage

City shall provide adequate passageways for the waters of any drainage ditch or facilities (natural or artificial) on or in the Easement Areas. City shall not cause, suffer, or permit such waters to be obstructed, back up, overflow or damage UP's property or operations, the property or operations of others, or the Easement Areas due to the Permitted Facilities or City's activities under this ASR Conduit Easement.

## Section 6. Railroad Protection

In the event that UP reasonably believes that support for its track, property or operations is or may become inadequate, UP shall have the right, if it so elects, to provide whatever support that UP reasonably deems appropriate for protecting its track, property or operations from the Permitted Facilities and City's activities under this Easement. In the event UP requests reimbursement for activities necessary or appropriate to provide such support and provides drawings to the City along with an explanation why such support is reasonably required, City shall pay to the UP, within ninety (90) days after bills shall have been rendered therefore, all actual costs and expenses reasonably or required to be incurred by UP in connection therewith.

## Section 7. Fiber Optics

Prior to commencing any excavation of, on or in the Easement Areas, City or its contractor shall telephone UP during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 to determine if fiber optic cable is buried anywhere on or near the excavation site; and if so buried, City or its contractor(s) will contact the telecommunications company(ies) involved, and make arrangements satisfactory to such telecommunication company(ies) for locating in the field the cable and relocation or other protection of the cable (at City's or its contractor's sole expense) prior to commencing such excavation.

## Section 8. Liens, Taxes

A. City shall fully and promptly pay for all materials and labor related to the Permitted Facilities. City shall not cause, suffer, or permit any mechanic's or material man's lien of any kind or nature related to the Permitted Facilities ("Liens") to be enforced against UP's property. UP shall promptly notify City in writing whenever it becomes aware of the threat or filing of any Liens and City shall timely appear and

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defend against such Liens. City shall reimburse UP for all costs and expenses incurred by UP as a result of any and all such Liens.

B. City shall promptly pay or discharge all taxes, charges and assessments duly levied upon, in respect to, or on account of the Permitted Facilities, prevent the same from becoming a charge or lien upon UP's property, and assure that any taxes, charges and assessments levied upon or in respect to UP's property shall not be increased because of the Permitted Facilities.

## Section 9. Access

Section 9 is intentionally deleted and left blank.

## Section 10. Reservations, Limitations

A. This ASR Conduit Easement does not permit City to install or operate (or to allow other parties to install or operate) within the Easement Areas, any improvements, facilities, equipment, or utilities that are not related to the Permitted Facilities, including, without limitation, sewers, fiber optic cable television, telephone, or electricity, natural gas or water distribution that are not related to the Permitted Facilities.

B. This ASR Conduit Easement is subject to the prior and continuing right and obligation of UP, its successors and assigns, to concurrently use (and to grant to others all rights to concurrently use) all or portions of the Easement Areas, i) in the performance of its duties as a common carrier, including the right to add, construct, reconstruct, maintain, operate, repair, alter, renew and replace existing and future railroad tracks, facilities, and appurtenances and ii) for UP's other uses of the Easement Areas including, without limitation, rights to use such areas for utilities, pipelines, fiber optics, communication or electricity wirelines, and all kinds of vehicles or equipment, all or any of which may be freely done at any time or times by UP, or its licensees, lessees or grantees, without liability to City, or any other party, for compensation or damages; provided, however, that UP agrees that it will not use or authorize the use of the Easement Areas in a manner that is inconsistent or will unreasonably interfere with the rights reserved by City in this Agreement. For purposes of the foregoing, any fiber optic and other utility facilities existing on the execution date of this ASR Conduit Easement and located in the Easement Areas are hereby deemed to be consistent with and do not interfere with City's rights under this ASR Conduit Agreement.

C. UP, its successors and assigns, also reserves the right to mortgage, pledge, hypothecate or otherwise encumber and use all portions of the Easement Areas subject to City's rights for the installation, operation, maintenance, inspection, repair, renewal, demolition, removal, reconstruction, or replacement of the Permitted Facilities as provided in this Agreement.

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D. City shall not damage, destroy, displace, remove, modify or interfere with the property or rights of nonparties with prior rights in, on or relating to the Easement Areas or UP's property, unless City, at City's sole expense, settles with and obtains releases from such nonparties.

E. The ASR Conduit Easement is reserved and held without any warranties of title from UP, quiet possession or against encumbrances whatsoever, express or implied.

## Section 11. Contractors Right of Entry Agreement

Upon completion of the Permitted Facilities, all City work and activity under this ASR Conduit Easement that occurs within the Permitted Facilities shall not require a separate right of entry agreement, flagging or other protection

City shall prevent its contractor from entering or using any portion of UP's property other than the area inside the ASR Conduit until UP and City's contractor have executed a Contractor's Right of Entry Agreement ("CROE"), in its then current form. UP may from time to time increase or modify the City's insurance requirements to reflect changes or then current standard practices in the railroad or insurance industries. City is fully responsible for protecting UP's staff and facilities from the work and activities of City's contractor within the Easement Areas.

## Section 12. Plans

A. Before City commences any work in connection with enlargement, change of location or change of track clearance ("Substantial Work") for the Permitted Facilities, City shall submit City's plans to UP showing the proposed Permitted Facilities and Substantial Work. Such plans shall also set out City's methods and manners of handling the Substantial Work and protecting property and operations of UP and third parties, including, without limitation, shoring and cribbing. City shall not proceed with the Substantial Work until such plans have been approved by UP's Vice President Engineering Services, which approval shall not be unreasonably withheld or denied. City's work and improvements shall strictly comply with the approved plans. Regardless if plans are submitted, approved, or not submitted or approved, the Permitted Facilities and all of City's work within the Easement Areas shall be done, installed, operated, and maintained to the reasonable satisfaction of UP, at City's sole cost and expense.

B. UP hereby approves the ASR Conduit Plans shown on Exhibit I-4-G-2.

## Section 13. Notice Before Commencing Work.

In emergency situations posing an unreasonable immediate risk of personal injury or property damage and requiring City's immediate work, City shall provide UP with as much notice as practicable before commencing any work. In all other situations, City shall notify UP at least ten (10) days in advance of the commencement of any work upon UP's property within 25 feet of track or for any Substantial Work. For any work City

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conducts within 25 feet of a track, UP will determine and inform City whether UP will require City to implement special protective or safety measures or have UP's flagman present. If any flagman or other special protective or safety measures are performed by UP, such services will be provided at City's sole cost and expense. If UP provides any such flagging or other services, City shall not be relieved of any of City's responsibilities set forth in this Easement.

## Section 14. Supervision

City shall adequately police and supervise all work performed by City under this ASR Conduit Easement. City shall conduct all work performed under this ASR Conduit Easement in a safe manner. City's responsibilities for safe conduct and adequate policing and supervision of City's work shall not be lessened or otherwise affected by UP's approval of plans and specifications, or by UP's collaboration in performing any work, or by the presence of UP's representatives, or by City's compliance with any requests or recommendations made by UP's representatives. If UP's representative is assigned to City's work site, City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of UP's property, workers, and operations. City shall keep the Permitted Facilities and City's work sites free from safety and health hazards and ensure that City's workers and contractors are competent and adequately trained in all safety and health aspects of their work.

## Section 15. Fouling Track

This Section 15 is intentionally deleted and left blank.

## Section 16. Excavation or Use of Easement Areas

A. City shall not excavate or use the Easement Areas in a manner which impairs or endanger the stability of UP's tracks or their ability to support the weight of fully loaded trains operating at normal speeds. City shall install and maintain adequate shoring and cribbing for all work performed by City under this ASR Conduit Easement.

B. City shall cause, suffer or permit the Permitted Facilities to impair or endanger the stability of UP's tracks or their ability to support the weight of fully loaded trains operating at normal speeds.

## Section 17. Modification, Reinforcement

City shall, at City's sole expense, reinforce, modify or strengthen all or any portion of the Permitted Facilities as the UP may reasonably request, whenever, in the furtherance of UP's railroad operations, UP reasonably finds such action desirable or necessary under UP's standards for use or maintenance of UP's track.



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## Section 18. Indemnification, As Is, Release

A. To the extent it may lawfully do so, City shall indemnify, defend, and hold harmless UP, and its officers, agents, employees, successors or assigns (the "Indemnitees"), against and from any and all liability (including, without limitation, strict, consequential or punitive damages), damages, loss, claims, demands, actions, causes of action, costs and expenses of whatsoever nature including, without limitation, court costs and reasonable attorneys' fees, which may result from personal injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such personal injury, death, loss, destruction or damage, howsoever caused, is proximately caused by the acts or omissions of City in the exercise by City of any of the easement rights herein reserved or obligations herein undertaken, except to the extent proximately caused by the negligence of the Indemnitees. Within 30 days after any Indemnatee discovers or receives written notice of a claim that it wishes to be covered by this paragraph, UP shall provide written notice of such claim to City, and shall deliver with such notice copies of all notices, correspondence, summons, process or other documentation delivered by or to the Indemnatee in support of such claim. Together with such notice, UP and Indemnatee shall tender the defense of the claim to City and shall provide reasonable cooperation in the defense of such claim by City.

B. To the extent that City's interest in this ASR Conduit Easement is assigned or leased to the Federal Aviation Administration, an agency of the United States of America ("FAA"), this Section 18B shall be substituted for Section 18A. FAA will be liable only to those persons damaged by any personal injury, death or injury to or loss of property if caused by the negligent and wrongful act or omission of an employee, officer, agent or contractor of the FAA while acting within the scope of his or her office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred, all in accordance with and subject to the conditions, limitations and exceptions set forth in Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.)

C. **AS IS. CITY FOR ITSELF, ITS REPRESENTATIVES, ITS SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRIOR TO THE DATE OF THIS ASR CONDUIT EASEMENT, HAS BEEN AFFORDED THE OPPORTUNITY TO MAKE SUCH INSPECTIONS OF THE EASEMENT AREAS AND MATTERS RELATED THERETO AS CITY AND ITS REPRESENTATIVES DESIRE. CITY ACKNOWLEDGES AND AGREES THAT THE ASR CONDUIT EASEMENTS ARE RESERVED TO AND ACCEPTED BY CITY IN AN "AS IS" CONDITION WITH ALL FAULTS. UP MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EASEMENT AREAS. IN PARTICULAR, BUT WITHOUT LIMITATION, UP MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE, CONDITION, TITLE, OCCUPATION OR MANAGEMENT OF THE EASEMENT AREAS, OR COMPLIANCE WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, REQUIREMENTS, COVENANTS, CONDITIONS**

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AND RESTRICTIONS (WHETHER OR NOT OF RECORD), OR THE VOLUME, NATURE OR QUANTITY OF RAIL TRAFFIC. CITY ACKNOWLEDGES THAT IT IS ENTERING INTO THIS ASR CONDUIT EASEMENT ON THE BASIS OF CITY'S OWN INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY, INCLUDING THE SUBSURFACE CONDITIONS, AND CITY ASSUMES THE RISK THAT ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION. CITY ACKNOWLEDGES THAT NOTWITHSTANDING ANY PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS, THIS ASR CONDUIT EASEMENT CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THE EASEMENT AREAS AND SUPERSEDES ANY SUCH PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS.

D. RELEASE. FROM THE DATE OF THIS ASR CONDUIT EASEMENT, CITY, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES UP, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN, EXISTING PHYSICAL OR ENVIRONMENTAL CONDITION OF THE EASEMENT AREAS (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE EASEMENT AREAS BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT, AND INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER INCLUDING EMPLOYEES, AGENTS OR CONTRACTORS OF UP, CITY OR ANY THIRD-PARTY, AND DAMAGE TO PROPERTY OF UP, CITY OR ANY THIRD-PARTY. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF UP, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

## Section 19. Notices

A. Any notices required or desired to be given under this ASR Conduit Easement shall be in writing and personally served, given by mail or overnight express courier delivery.

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City: City of Chicago - Department of Aviation  
 10510 W. Zemke Road  
 Chicago, IL 60666  
 Attention: Assistant Commissioner for Real Estate

with a copy to:

City of Chicago – Corporation Counsel  
 121 North LaSalle Street  
 Room 600 City Hall  
 Chicago, Illinois 60602  
 Attention: Real Estate Division

UP: UNION PACIFIC RAILROAD COMPANY  
 ATTN: Assistant Vice President Engineering-Design  
 1400 Douglas Street, Mail Stop 0910  
 Omaha, Nebraska 68179  
 Facsimile: (402) 501-0478

with a copy to:

Union Pacific Railroad Company  
 Real Estate Department  
 ATTN: Folder 2488-43  
 1400 Douglas Street  
 Mail Stop 1690  
 Omaha, Nebraska 68179  
 Facsimile: (402) 501-0340

B. Personal service and overnight express courier delivery notices shall be deemed to be given upon receipt. Mailed notices shall be presumed received five (5) business days after deposit with the United States Postal Service, postage prepaid, by certified mail, return receipt requested. Addresses may be changed by written notice delivered in the manner provided in this section and shall be effective five (5) days thereafter.

## Section 20. Miscellaneous

A. UP's waiver of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by City shall in no way impair the right of UP to avail itself of any remedy for any subsequent breach thereof.

B. This ASR Conduit Easement will cease and terminate only upon written agreement of UP and City, or in the event City substantially breaches this ASR Conduit Easement and such breach is not promptly cured by City after written notice of breach is given to City. Upon termination of this ASR Conduit Easement, City shall promptly remove the Permitted Facilities from the Easement Areas and restore, to UP's

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satisfaction, UP's property disturbed by said removal. In the event that City fails to perform such removal and restoration work, UP may perform such removal and restoration work at City's sole cost and expense.

C. This ASR Conduit Easement shall run with the land of the Easement Areas and shall be binding upon and inure to the benefit of UP and City and their respective successors and assigns.

D. City shall not assign City's interest in this ASR Conduit Easement to any entity or person, without UP's written consent. Provided, however, City's interest in this ASR Conduit Easement may be assigned to the Federal Aviation Administration (or its replacement government agency) without UP consent provided that such assignment is in writing and the Federal Aviation Administration agrees to be fully bound by all the terms and conditions of this Easement. UP may elect to deem any other assignment of this ASR Conduit Easement to be absolutely null and void, and, at UP's option, terminate this ASR Conduit Easement.

E. This ASR Conduit Easement shall be subject to, governed by and construed according to the laws of the State of Illinois, including but not limited to, 620 ILCS 65/30, except to the extent that such laws are otherwise preempted by applicable federal laws, rules or regulations.

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Exhibit I-4-G-2 -ASR Conduit Easement Plans



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