

WIRELINE EASEMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**"), and Commonwealth Edison Company, a corporation of Illinois with offices located at Three Lincoln Centre, Oakbrook Terrace, Illinois 60181-4260 ("**Grantee**"). Metra and Grantee are hereinafter sometimes individually referred to as a "Party" and jointly referred to as the "Parties".

NOW, THEREFORE, for and in consideration of payments to be made to Metra by Grantee, as hereinafter set forth, and also of the covenants and agreements hereinafter stated, Metra hereby grants to Grantee an easement ("**Easement**") to construct and install an under ground crossing along that portion of Metra's right of way and tracks (or track, as the case may be) located just north of 143rd Street, at the Metra Station and surrounding area (MP 23.20) in Orland Park, Illinois delineated on the plat attached to and made a part of this Agreement as Exhibit "A" ("**Premises**"), one (1) 12kV circuit consisting of wires strung separately or contained in a cable or conduit, which shall carry electric current no greater than 12,000 volts each, together with the necessary poles, crossarms, guy wires, braces, conduits or other fixtures appurtenant thereto (collectively the "Wireline"), and thereafter to maintain, repair, operate and renew the same during the continuance of this Easement.

This Easement is granted upon the following express conditions, terms and covenants to be observed, kept and performed by Grantee:

1. (a) As one of the considerations for this Easement, Grantee agrees to pay to Metra the sum of \$1,500.00 for the cost of preparing this Easement, payable in advance.

(b) Additionally, Grantee shall pay to Metra as fair and reasonable compensation an Easement fee in the amount of \$27,500 ("**Easement Fee**").

2. Said Wireline shall be constructed in accordance with the specifications and notes set forth on Exhibit "A". The installation of said Wireline, including but not limited to the digging and filling of any trench and the time and manner of doing all of the work or of any maintenance, repairs, replacements or renewals upon the Premises, shall be as directed by Metra's authorized representatives. Grantee agrees to construct and at all times maintain the Wireline so as to protect all electrical features (whether or not connected with communication or signal facilities) on the Premises, or any other Metra property, or any electrical facilities which Metra may hereafter construct or permit to be constructed thereon, from any induced, foreign or return voltages and currents and

Grantee shall make such changes in the construction of its own electrical features as are necessitated by such foreign or return currents as is from time to time required by Metra. All of said work shall be done at Grantee's sole cost and expense, in a good and workmanlike manner, and in accordance with the requirements of the National Electrical Safety Code and the plans, specifications, and profiles to be prepared by Grantee and submitted for approval to Metra's authorized representative(s), and until such approval is given, said work shall not be commenced by Grantee.

3. Upon completion of the initial construction of the Wireline, and upon completion of any subsequent reconstruction, replacement, repair or maintenance of the Wireline subsequent to its construction, Grantee, at its own cost and expense, shall remove any debris and restore, or cause to be restored to the reasonable satisfaction of Metra, the Premises and any other affected portion of Metra's property ("**Property**") as nearly as may be, to the same or better condition than that which existed immediately prior to commencement of such activities by Grantee. In the event Grantee fails to cause the Premises and the Property to be restored to the reasonable satisfaction of Metra as provided for herein, Metra shall have the right to restore the Premises and Property and Grantee shall reimburse Metra for all costs and expenses incurred by Metra in its performance of the obligations imposed upon Grantee hereunder.

4. Metra shall permit Grantee reasonable right of access to the Premises for the purpose of constructing, replacing, repairing, maintaining and operating said Wireline.

5. Any rights to the Premises not specifically granted to Grantee herein are reserved to Metra and its successors and/or assigns. The Wireline shall be constructed, repaired, maintained and operated in a manner so as not to interfere with efficient rail operations or any other business operations or activities being conducted by Metra or Metra's tenants or permittees on the Premises and so as not to prevent or unreasonably interfere with use and enjoyment of the Premises by Metra, its employees, agents or permittees for the purpose(s) to which the Premises is now, or may hereafter be, committed by Metra. Metra shall have the right to retain the existing tracks and other improvements at the location of this Wireline on or adjacent to the Premises and also shall have the right at any and all times in the future to construct, maintain and operate over, under, across or parallel to said Wireline such additional track or tracks as it may from time to time elect. Nothing shall be done or caused to be done by Grantee that will in any manner impair the usefulness or safety of the tracks and other improvements of Metra, or such track or tracks and other improvements as Metra may in the future construct or cause to be constructed over, under, across, or parallel to said Wireline. This Easement is expressly subject to the rights of third parties to maintain utility and other improvements permitted by Metra on the Premises and the Property. Metra reserves the exclusive right to grant future easements over, under, across or parallel to the said Wireline.

6. Grantee agrees that it will bear and pay the entire cost of constructing, maintaining, repairing, replacing and operating said Wireline.

7. Grantee shall not place, keep, store or otherwise permit to be placed, kept or stored on the Premises or the Property any equipment or materials except during such time as Grantee's employees, agents or contractors are physically present and conducting activities permitted under the terms of this Easement. Grantee agrees that it shall not operate or cause to be operated any vehicle of any kind on the Premises, on any track or on the Property without prior authorization from Metra's authorized representative; provided, however, that Grantee shall not be prohibited from operating Grantee's vehicles and equipment on any public crossing of Metra's tracks and rights of way. If deemed necessary by Metra, a flagman will be provided by Metra, the cost of such services to be paid by Grantee.

8. Grantee agrees that it will, immediately upon receipt of a statement showing the amount thereof, pay all costs of any and all work performed upon the right of way and tracks of Metra which shall be made necessary by the construction, maintenance, repair, replacement, renewal or presence thereon of said Wireline.

9. Grantee shall give to Metra reasonable advance written notice of the time when Grantee will commence any construction, replacement, repair or maintenance of said Wireline in order that Metra may, if it so desires, have its representative(s) present for the purpose of directing said work so that the same may be done in a manner satisfactory to Metra.

10. Grantee agrees that before and during the construction, replacement, repair, maintenance or operation of said Wireline, or at any other time, Metra shall have the right to provide such safe and temporary structures as it may deem necessary for safely caring for and preserving its tracks, buildings or other improvements and Grantee agrees to pay to Metra the entire cost of putting in or removing such temporary structures and of restoring the Premises and Property as near as may be to the same condition that existed before the commencement of said work.

11. Grantee agrees that should the construction, maintenance, operation, repair or presence of the Wireline necessitate any change or alteration in the location or arrangement of any other wires, appurtenances or other improvements located on the Premises or the Property, the cost of such change or alteration shall be paid by Grantee within thirty (30) days of presentation of a bill by Metra. Grantee further agrees that if, at any time, Metra shall desire to change the location or grade of its track or tracks or shall desire to use or allow third party railroads to use its right of way at said point of crossing or at any point along a parallel course with the Wireline for any purpose whatsoever, including but not limited to track installations by Metra or third parties, Grantee, at its own cost and expense, shall alter, relocate or make all changes to the Wireline required by Metra. If Grantee shall fail, neglect or refuse to relocate or make such change(s) to the Wireline for a period of ninety (90) days after the receipt of written notice from Metra, then Metra may make or cause to be made such relocation or change(s) at the expense of Grantee.

12. Grantee shall at all times construct, replace, repair, maintain and operate said Wireline in a secure, safe and sanitary condition and in accordance with all applicable laws, ordinances, rules and regulations. Grantee shall take all reasonable safety precautions to adequately secure the Premises, warn of risks and ensure the safety of the public during periods of construction, reconstruction, replacement, repair, maintenance and operation of the Wireline. If the manner of constructing, repairing, maintaining, replacing or operating said Wireline shall at any time be in violation of any applicable law, rule, regulation or ordinance, then Grantee, at no cost or expense to Metra and upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction over the Premises, shall make such changes or repairs as shall be necessary. Failure or refusal of Grantee to make the required changes or repairs within the time prescribed by said agency shall terminate this Easement, provided that it shall not terminate as long as Grantee, in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, ordinances, rules or regulations.

13. To the fullest extent permitted by law, Grantee hereby assumes and agrees to release, acquit and waive any rights against and forever discharge Metra, the Regional Transportation Authority ("RTA") and the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC"), their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, or on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with, the use of the Premises or any other Metra property ("Property") for the purposes set forth in this Agreement, or which may occur to or be incurred by Grantee, its employees, officers, agents and all other persons, firms and corporations acting on Grantee's behalf or with Grantee's authority while on the Premises or Property or arising from the condition of the Premises or the Property during the term of this Agreement, whether or not such injuries or damages are caused by the actions, omissions or negligence of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

14. To the fullest extent permitted by law, Grantee agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorneys' fees) as a result of claims, demands, actions, suits, proceedings, judgments or settlements, arising out of or in any way relating to or occurring in connection with, the use of the Premises or the Property for the purposes set forth in this Agreement, or the condition of the Premises or the Property, or which may occur to or be incurred by Grantee, its employees, officers, agents, and all other persons, firms and corporations acting on Grantee's behalf or with Grantee's

authority while on the Premises or the Property, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the actions, omissions or negligence of Metra, the RTA or the NIRCRC. Metra agrees to notify Grantee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Grantee further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision, whether such claims, suits, actions or proceedings are rightfully or wrongfully made or filed; provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. Grantee shall not enter into any compromise, or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence of Metra, the RTA or the NIRCRC with respect to any construction work performed by Grantee or those performing on behalf of or with the authority of Grantee in violation of the Illinois Construction Contract Indemnification for Negligence Act.

15. Prior to commencement of any work to be performed on or about the Premises under the terms of this Easement, Grantee shall purchase or shall require its contractor(s) and/or sub-contractor(s) to purchase the following insurance coverage. The total cost of the premium for such insurance shall be at the expense of Grantee or its contractors and/or sub-contractor(s):

(a) Comprehensive General Liability Insurance (ISO Form).

Grantee or contractor shall furnish evidence that, with respect to the operations it performs and the operations performed by sub-contractors, it carries regular Comprehensive General Liability Insurance providing for a limit of not less than \$5,000,000 single limit and \$10,000,000 Aggregate bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of any person or destruction of property, including the loss of use thereof, in any one occurrence under the terms of which The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation and any other railroads operating on Metra property are named as an additional insured.

(b) Railroad's Protective Liability Insurance.

In addition to the above, Grantee or contractor shall furnish evidence, with respect to the operations it or any of its sub-contractors perform, that it has provided Railroad Protective Public Liability Insurance (AAR-AASHTO form) in the name of The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation and any other railroads operating on Metra property providing for a limit of not less than \$5,000,000 single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of any person in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than \$10,000,000 for all damages as a result of more than one occurrence.

(c) Workers' Compensation Insurance

Grantee or contractor shall furnish evidence that, with respect to the operations it performs, it carries a policy complying with the statutes of the State of Illinois covering all employees of the Grantee or contractor, as applicable. The policy shall contain employers liability coverage with limits of not less than \$500,000 each accident; \$100,000 each employee disease; and \$500,000 policy limit-disease.

(d) Automobile Liability Insurance.

Grantee or contractor shall furnish evidence that, with respect to the operations it performs, it carries a policy issued to and covering the liability of Grantee or the contractor, as applicable, arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear or are required to bear license plates according to the laws of the State of Illinois and which are not covered under the Comprehensive General Liability Insurance. Coverage under this policy shall have limits of liability of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage liability.

The insurance hereinabove specified shall be carried until all work required to be performed under the terms of this Easement is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force until all work is satisfactorily completed shall constitute a violation of the Easement. Grantee or contractor shall furnish to Metra signed copies of the policy for Comprehensive General Liability and the original of the AAR-AASHTO policy for Railroad's Protective Public Liability Insurance. If any work is sub-contracted, Grantee or contractor shall furnish a signed copy of the policy for Comprehensive General Liability Insurance.

16. This Easement may be terminated by Metra effective immediately upon notice to Grantee if the Premises, or any portion thereof, are needed for any Metra or railroad purposes as determined by Metra in its sole discretion or Grantee ceases to

operate or maintain the Wireline or violates any of the terms, conditions or provisions set forth in this Easement. In case of termination, Grantee shall remove from the Premises said Wireline and shall restore said Premises to the same or better condition than that which existed prior to the construction and installation of said Wireline; or upon failure, neglect or refusal of Grantee to do so, Metra may make or cause to be made such removal and restoration, and the total cost hereof shall be paid by Grantee; or, if Metra shall so elect, it may treat the said Wireline as abandoned by Grantee and may make such disposition thereof as it may see fit.

17. This Easement and all of the terms, conditions, rights and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that Grantee shall not assign its rights under this Easement without first having received the prior written consent of Metra.

18. All payments required to be made by Grantee to Metra under the terms; conditions or provisions of this Easement shall be made within sixty (60) days of Grantee's receipt of any demand or invoice from Metra evidencing the amount of the indebtedness due. Payments not made within said sixty (60) day period shall accrue interest at a rate of one and one half percent (1 ½%) per month or the highest amount permitted by Illinois law, whichever is less, from the date payment is due until paid.

19. All notices, demands and elections required or permitted to be given or made by either Party upon the other under the terms of this Easement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, facsimile transmission or hand delivered to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of successful transmission if sent by facsimile transmission or on the day of delivery if hand delivered.

(a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: (312) 322-8006
Fax: (312) 322-7098

(b) Notices to Grantee shall be sent to:

Commonwealth Edison Company
Real Estate Services Department 4th Floor
Three Lincoln Centre
Oakbrook Terrace, Illinois 60181-4260
Attention: Ms. Gail Kuempel
Phone: (630) 576-7159
Fax: (630) 576-8591

20. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. No waiver of any obligation or default of Grantee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This Easement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have duly executed this
Easement as of this 1st day of October, 2012

ATTEST:

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

Michelle Mueser
Assistant Secretary

By: *Alexander D. Clifford*
Alexander D. Clifford
Executive Director/CEO

WITNESS:

COMMONWEALTH EDISON COMPANY:

By: *Gail A. Kuempel*

By: *Timothy Hughes*

Name: Gail A. Kuempel

Name: Timothy Hughes

Title: Sr. Real Estate
Representative

Title: Director, Real Estate,
Facilities and Security

APPROVED
RE
FORM
<i>gor</i>

Metra's South West Service Line

10' WIDE COMMONWEALTH EDISON EASEMENT AREA

IL Rte. 7/SW Hwy.

ILLINOIS ROUTE 7 (AKA SOUTHWEST HIGHWAY)

NW'LY LINE OF MANN'S INDUSTRIAL PARK SUB. PER DOC. 18084775

LOT 3

LOT 2

POB PARCEL 2

LOT 1

POC PARCEL 2

SW COR OF MANN'S INDUSTRIAL PARK SUB. PER DOC. 18084775

42nd STREET

PER DOC. 0627822105

Premises

UNSUBDIVIDED 27-04-417-011

POB PARCEL 1

POINT 1015.82' WEST OF THE EAST LINE AND 483.05' NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4-36-12 ALSO BEING THE NORTHWEST CORNER OF LAND CONVEYED BY DOCUMENT 21929599

UNSUBDIVIDED 27-04-417-023

UNSUBDIVIDED 27-04-417-017

UNSUBDIVIDED 27-04-417-029

POC PARCEL 1

POINT 1065.82' WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4-36-12 ALSO BEING THE SOUTHWEST CORNER OF LAND CONVEYED BY DOCUMENT 21929599

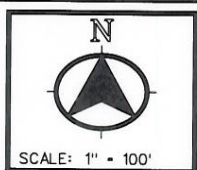
143rd Street

NORTH LINE OF 143RD STREET

143RD STREET

RAVINIA AVE

REVISIONS:



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

DATE:
06/22/2012

Exhibit "A"
Page 1 of 2

METRA NOTES - IMPORTANT !!!

CONTRACTOR SAFETY NOTES

Contractors to a railroad are governed by the provision of a Federal Regulation identified in the code of Federal Regulations Title 49 Part 214 (Roadway Worker Safety and Railroad workplace Safety Standards).

SAFETY INSTRUCTIONS

Safety of Roadway Workers (including contractors) is of paramount importance in the performance of work being performed for the railroad. No work will be performed when there is the potential of fouling a track (e.i. when an individual or equipment is within four (4) feet of a track or could be struck by a moving train or equipment) until the following items have been completed:

1. A qualified railroad flagman (employee in charge) is present to provide necessary protection or authority.
2. Work (defined as inspection, testing, construction maintenance, or repair to a railroad facility) will begin only after the railroad's employee in charge has conducted a mandatory job briefing consisting of the following:
 - * Name of flagman (employee in charge)
 - * Name of lookout (if applicable)
 - * Type of track authority (explain)
 - * Track limits
 - * Time limits
 - * Protection, if any, on adjacent tracks
 - * Methods of notification for the approach of trains
 - * Location to clear for trains
 - * Procedures to arrange for on-track safety on other tracks, if necessary
 - * Required personal protective equipment

Failure to comply with the provision established for clearing trains, will result in the contractors employee(s) being banned from railroad property and/or subject to personal fines as levied by the Federal Railroad Administration.

Follow-up job briefing will be conducted when:

- * The working conditions or procedures change
- * Other workers enter the working limits or:
- * Track authority is changed, extended, or about to be released.

If any of the above situations occur, work will cease until the follow-up job briefing is conducted.

3. Contractors have the following responsibilities:

Work wear approved by Metra including:

- * Highly visible orange vest
- * Steel toed safety shoes
- * A.N.S.I. approved hard hat (289.1 standards)
- * A.N.S.I. meets or exceeds 287.1 eyewear standards
- * Hearing protection (when required)
- * Respirator protection (when required)
- * Fall protection (when required) as specified in FRA Regulations 49 CFR, Part 214- Railroad Workplace safety Standards.

4. Heavy equipment shall be equipped with audible back up warning devices.
5. Contractors will keep the job site free from safety and health hazards.
6. Contractors will post MSDS sheets in the construction trailer.
7. Contractors will post these instruction in a conspicuous place in the construction trailer.

GENERAL NOTES

None of the contractor's men or equipment may be worked upon Metra's property without a qualified railroad flagman (employee in charge) present. Contractor may work only when authorized to do so by the flagman (employee in charge).

Metra has a very limited number of flagmen. If Metra can not furnish a flagman for a particular date, contractor will not be allowed to work on Metra's property.

Copy of this drawing must be kept on the job site during all phases of construction.

Contractor must contact Mr. Ben Rabe District Director of Engineering, at 7111213114 at least 72 hours prior to work start up to arrange for flagging protection etc.

Grantee must have railroad engineering department representative inspect work to determine if slow order protection is required and how long slow order will be in effect.

Metra Signal and Communications Departments must locate any buried cables and/or equipment before digging may begin on railroad property, and must provide protection for any such facilities during the actual construction.

Note: J.U.L.I.E. and D.I.G.G.E.R. do not locate Metra/Railroad Utilities/Facilities.

Extreme care must be exercised when working under or in proximity of Metra's signal and communication pole lines and wires. Poles must be specially braced if necessary.

The pipeline shall be bored and jacked into place. When jacking operation is stopped, proper, sufficient bulk heads must be placed to preclude any danger of cave-ins. If necessary, due to soil and water conditions encountered, jacking operation must be continuous to ensure safety of railroad tracks.

Any project requiring jacking pits, excavations and/or shoring must have the pit designs, shoring details and locations approved by Metra's Construction Department prior to the beginning of construction on railroad property.

All existing drainage and associated structures must be preserved or accommodated by the scope of this project's work.

No drainage condition shall be created or allowed to exist that is, or may be, adverse to Metra.

Space between carrier and casing pipes shall be blown full of dry sand and ends of casing pipe sealed.

Grantee is responsible for a one year extraordinary track maintenance period. This is to cover reimbursable railroad costs expended for future track surfacing and alignment that may become necessary as a result of settlement of track.

Underground installation(s) shall be prominently marked where they enter and leave the railroad right of way.

Minimum wall thickness shown are for pipes and conduits with protective coating and cathodic protection. Without this protection, wall thickness must be increased by 0.063 inches.



ENGINEERING DEPARTMENT
CHICAGO, ILLINOIS

EXHIBIT "A"

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CAD FILE: capital engineering/ /hyb/00 .hyb

SCALE: NONE

DATE: 11/1/14

DRWG. NO. #

UNDER-PIPES