



Office of the Chicago City
Clerk



O2011-7164

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	9/8/2011
Sponsor(s):	Balcer, James (11)
Type:	Ordinance
Title:	Temporary construction easement and permanent easement agreement with South Chicago Packing Company
Committee(s) Assignment:	Committee on Transportation and Public Way

10/10/10

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ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City owns a certain public right of way, comprising (1) a portion of South Racine Avenue, located north of West 39th Street (Pershing Road), approximately 300 feet south of West 38th Street, 200 feet south of existing Norfolk Southern Railway Company grade crossings on South Racine Avenue, and approximately 380 feet north of the existing traffic signal at West 39th Street (Pershing Road)(the "Grade Crossing Easement Area"), as depicted in the Plat of Easement attached hereto as **Exhibit A**; and (2) a certain public right of way, comprising a portion of South Racine Avenue located immediately north and immediately south of the Grade Crossing Easement Area, (together, the "Public Right of Way"), and

WHEREAS, South Chicago Packing Company ("SCPC"), an Illinois corporation and its affiliate, SCP Morgan ("SCPM"), an Illinois limited liability corporation, have their principal place of business at 945 West 38th Street, Chicago, Illinois 60609 and owns property located immediately to the west of South Morgan Avenue, all appurtenant to the City's Public Right of Way, and

WHEREAS, SCPC's business operations are served by existing rail tracks, which run parallel to West 38th Street, and existing grade crossings at South Racine Avenue and South Morgan Street; and

WHEREAS, SCPC has proposed to improve its rail storage facilities and access into its plant, and has requested that the City grant it (1) a temporary construction easement in, on, over, under, through and across the City's Public Right of Way in order to facilitate the design, construction, and installation of certain the grade crossing improvements located within the City's Right of Way, and (2) a permanent, non-exclusive appurtenant easement for a term of forty (40) years, in, on, over, under, through and across the Grade Crossing Easement Area, and

WHEREAS, upon the approval of SCPC's grade crossing improvements by the Commissioner of the Department of Transportation, the City will grant to SCPC a temporary construction easement and permanent, non-exclusive appurtenant Easement, subject to the terms and conditions set forth in the Temporary Construction Easement and Permanent Easement Agreement, attached hereto as **Exhibit B**, now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1 The forgoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Transportation (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and

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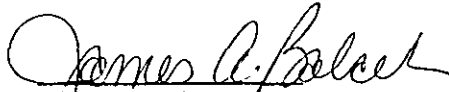
deliver a temporary construction easement and permanent easement agreement between the the City, SCPC, and SCPM, substantially in the form attached hereto as Exhibit B and made a part hereof (the "Temporary Construction Easement and Permanent Easement Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Temporary Construction Easement and Permanent Easement Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Temporary Construction Easement and Permanent Easement Agreement

SECTION 3 If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict

SECTION 5 This ordinance shall be in full force and effect immediately upon its passage and approval.

Attachments Exhibit A – Plat of Easement
Exhibit B - Temporary Construction Easement
and Permanent Easement Agreement


Alderman James Balcer,
11th Ward



CITY COUNCIL

CITY OF CHICAGO

COUNCIL CHAMBER

CITY HALL—SECOND FLOOR
121 NORTH LA SALLE STREET
CHICAGO ILLINOIS 60602
TELEPHONE 312-744-4096
FAX 312-744-8155

COMMITTEE MEMBERSHIPS

TRANSPORTATION & PUBLIC WAY
(CHAIRMAN)

BUDGET AND GOVERNMENT OPERATIONS

ENERGY, ENVIRONMENTAL PROTECTION
& PUBLIC UTILITIES

EDUCATION AND CHILD DEVELOPMENT

FINANCE

POLICE AND FIRE

RULES AND ETHICS

ANTHONY A. BEALE

ALDERMAN, 9TH WARD
34 EAST 112TH PLACE
CHICAGO, ILLINOIS 60628
TELEPHONE (773) 785-1100
FAX (773) 785-2790

E-MAIL WARD09@CITYOFCHICAGO.ORG

October 3, 2011

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body pass The Commissioner of the Department of Transportation or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an easement agreement between South Chicago Packing Company and the City of Chicago for a temporary construction easement and permanent easement agreement. This ordinance was referred to the Committee on September 8, 2011.

This recommendation was concurred unanimously by a viva voce vote of the members of the Committee with no dissenting vote.

(Ward 11)

Respectfully submitted,


Anthony Beale,
Chairman



EXHIBIT A
Plat of Easement
(Attached)

EXHIBIT B

**Temporary Construction Easement and
Permanent Easement Agreement
(Attached)**

This Instrument Prepared
By and After Recording
Return to.

Karen Bielarz
Senior Counsel
Real Estate Division
Department of Law
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

**TEMPORARY CONSTRUCTION EASEMENT AND
PERMANENT EASEMENT AGREEMENT
(S. RACINE AVENUE SOUTH OF W. 38TH STREET)**

This Temporary Construction Easement and Permanent Easement Agreement ("Agreement") is entered into on this ____ day of ____, 2011, by and between (i) the **CITY OF CHICAGO**, a municipal corporation and a home rule unit of government (the "City"), acting by and through its Department of Transportation ("CDOT") as grantor, having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602, and (ii) **SOUTH CHICAGO PACKING CO.**, an Illinois corporation ("SCPC"), and **SCP MORGAN, LLC**, an Illinois limited liability company ("SCPM"), an affiliate of SCPC, together, the grantee, having their principal place of business at 945 West 38th Street, Chicago, Illinois 60609 Capitalized terms not otherwise defined herein shall have the meaning given in Section 2 below

RECITALS

A The City of Chicago is a municipality within the State of Illinois and a home rule unit of government

B As used herein, the term "SCPC Property" shall mean the real property legally described on Exhibit A-1 (the "SCPC Parcel") and Exhibit A-2 (the "SCPM Parcel") attached hereto and by this reference made a part hereof SCPC currently owns that portion of the real property legally described on Exhibit A-1 and SCPM currently owns that portion of the real property legally described on Exhibit A-2. As used herein, the term "Grantee" shall mean each owner of the SCPC Property during the term of such owner's ownership, provided, however, that so long as SCPC owns the SCPC Parcel and SCPM owns the SCPM Parcel, SCPC shall be and be deemed the sole Grantee under this Agreement.

C SCPC's business operations at the SCPC Property are served by certain existing rail tracks that are located within a rail line right of way known as Norfolk Southern Railway Company Track No 126, run approximately parallel to West 38th Street, and have two (2) existing grade crossings, one at South Racine Avenue and one at South Morgan Street, all as depicted on Exhibit B attached hereto and by this reference made a part hereof (the "Existing Grade Crossings").

D. As used herein, "NS" shall mean Norfolk Southern Railway Company, together with its corporate successors and assigns. As used herein, "Rail Carrier" shall mean the rail carrier engaged in the transportation of property for hire in the State of Illinois, as defined by the Illinois Commercial Transportation Law, 625 ILCS 5/18c-1104(30) that serves as the rail carrier to the Additional Tracks (as defined below) on the SCPC Property from time to time. NS is currently providing one (1) shipment per day, Monday through Saturday to the SCPC Property. Such shipment generally includes approximately ten (10) and no more than fifteen (15) cars, which contain edible oils for food processing at SCPC's plant. Based on six (6) shipments per week, there are presently twelve (12) crossings each week over the Existing Grade Crossings. SCPC uses its own equipment to switch the tank cars approximately three (3) times per week, resulting in additional crossings at the Existing Grade Crossings. All train moves over the crossing are generally performed at less than 10 miles per hour.

E. The City owns a certain public right of way, comprising a portion of South Racine Avenue, located north of West 39th Street (Pershing Road) and approximately 300 feet south of West 38th Street, 200 feet south of the Existing Grade Crossings on South Racine Avenue, and approximately 380 feet north of the existing traffic signal at West 39th Street (Pershing Road), as depicted in Exhibit C to this Agreement (the "Grade Crossing Easement Area") The City also owns a certain public right of way, comprising a portion of South Racine Avenue located outside the Grade Crossing Easement Area, to the immediate north and to the immediate south (the "Racine Avenue Slope Alignment Area") As used herein, the term "Grade Crossing Easement Premises" shall mean the Grade Crossing Easement Area and the Racine Avenue Slope Alignment Area.

F. SCPM acquired the SCPM Parcel for the purpose of having improved rail storage capacity and rail access into and for facilities operated within the SCPC Property, and SCPC intends to construct three (3) additional industry tracks, as depicted on Exhibit D to this Agreement (as and when constructed, the "Additional Tracks").

G. Grantee desires to obtain a permanent, non-exclusive, appurtenant easement for a term of forty (40) years from the Agreement Effective Date on the Grade Crossing Easement Area ("Permanent Easement") for the express and limited purposes of connecting the NS rail line to the SCPC Property and shall be responsible for the maintenance, repair, and replacement of the Grade Crossing Improvements (defined herein) to be located within the Grade Crossing Easement Premises, and all other costs associated with the rail carrier service over the Grade Crossing Easement Area, including, without limitation, the costs of flagmen, regardless of who employs such flagmen.

H. Grantee also desires to obtain a temporary construction easement ("Temporary Construction Easement") in, on, over, under, through and across the Grade Crossing Easement Premises in order to facilitate the design, construction, and installation of the Grade Crossing Improvements (as defined below) located within the Grade Crossing Easement Premises. Grantee shall be responsible for the administrative and professional costs associated with construction of the Grade Crossing Improvements.

I. The City has agreed to grant the Temporary Construction Easement and Permanent Easement to Grantee, subject to the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements

contained herein, the benefit to the City and to Grantee from Grantee's enhanced operations, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

SECTION 1. INCORPORATION OF RECITALS AND EXHIBITS. The recitals set forth above, including, without limitation, the assignment of costs and responsibilities set forth therein, and the exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as the agreements of the parties.

SECTION 2. ADDITIONAL DEFINITIONS. As used herein, the following capitalized terms shall have the meaning set forth below:

"Grade Crossing Improvements" shall mean the rail track, rubber flangeway, asphalt, and other paved materials, crossbuck warning lights, alarms, signs, any improvements required under the ICC order, and all equipment and materials installed by any Grantee or its contractors and subcontractors (and any contractors and subcontractors retained by the City in connection with such work), and obtaining all permits and other governmental approvals for/in the Grade Crossing Easement Area and the Racine Avenue Slope Alignment Area. Without limiting the foregoing, the Grade Crossing Improvements shall include the appropriate signage requirements and pavement markings as depicted in Exhibit E, which shall be subject to a final design drawing approved by the SCPC, the Illinois Commerce Commission (the "ICC"), and CDOT. Without limiting the foregoing, the Grade Crossing Improvements shall also include raising and sloping portions of the Racine Avenue Slope Alignment Area by SCPC, through the Temporary Construction Easement, as such area is depicted on Exhibit F to this Agreement, so that the 6-inch raised track located in the Grade Crossing Easement Area will be at grade.

"Laws" shall mean all federal, state, and county and local laws, regulations, codes and other legal requirements, including, without limitation, the Code of Federal Regulations governing Track Safety Standards, the Manual on Uniform Traffic Control Devices for Crossing Protection, and the Passive Warning Devices Guidance (filed by Staff on May ____, 2011).

"Operational Agreement(s)" shall mean any lease and operating agreement(s) between any Grantee and any Rail Carrier that, in whole or part, govern the use, lease, licensing, operation and maintenance of any Grade Crossing Improvements or any portion of the Grade Crossing Easement Premises. As of the date hereof, the only Operational Agreement is and shall be that certain Siding Agreement, dated on or about July 15, 2011, by and between NS and SCPC, as amended from time to time. In no event shall any Grantee amend, modify, replace or substitute any one or more Operational Agreements or any provisions therein in any manner that would or could materially and adversely affect the use, lease, licensing, operation and maintenance of any Grade Crossing Improvements or any portion of the Grade Crossing Easement Premises in violation or contradiction of the terms of this Agreement without the prior written consent of the City. Grantee's failure to comply with the restriction in the preceding sentence following notice and opportunity to cure shall be grounds for the City to terminate this Agreement.

"Racine Avenue Slope Alignment Area" shall mean that portion of South Racine Avenue located outside the Grade Crossing Easement Area, to the immediate north, and to the immediate south, that shall be raised and sloped as part of the installation by SCPC, through the Temporary Construction Easement, of the Grade Crossing Improvements so that the 6-inch

raised track located in the Grade Crossing Easement Area will be at grade. Such area is depicted on Exhibit F

SECTION 3. GRANT OF TEMPORARY CONSTRUCTION EASEMENT. The City hereby grants to Grantee a Temporary Construction Easement in, on, over, under, through and across the Grade Crossing Easement Premises in order to facilitate the design, construction, installation of the Grade Crossing Improvements. Grantee shall be responsible for obtaining all permits and other governmental approvals, and for all administrative and professional costs associated with construction of the Grade Crossing Improvements located within the Grade Crossing Easement Premises. The Temporary Construction Easement granted herein shall be for a term of thirty (30) days or until the Grade Crossing Improvements are completed, which such term shall commence on the date of recording of this Agreement (the "Agreement Effective Date") with the Cook County Recorder of Deeds. The Temporary Construction Easement is located in the Grade Crossing Premises, as depicted on both EXHIBIT C and EXHIBIT F attached hereto and made a part hereof.

SECTION 4. GRANT OF PERMANENT EASEMENT. The City hereby grants to Grantee, for a term of forty (40) years from the Agreement Effective Date, a permanent, non-exclusive, appurtenant easement in, on, over, under, through and across the Grade Crossing Easement Premises, which Permanent Easement shall benefit and run as an easement appurtenant to the SCPC Property and each portion thereof, to permit the owners of the SCPC property, as Grantee, together with any successor owners ("Owner") of the SCPC Property or any portion thereof to: (a) maintain, repair, replace, and remove the Grade Crossing Improvements to be located within the Grade Crossing Easement Premises in accordance with applicable Laws, and (b) allow rail carrier crossings by Rail Carrier or any Grantee from the NS rail line immediately to the west of the Grade Crossing Easement Area to the Additional Tracks for business operations conducted within the SCPC property or any portion thereof. There are and shall be no third party beneficiaries of the Permanent Easement, provided, however, no Grantee shall be prohibited from complying with its obligations (if any), pursuant to any Operational Agreements, to permit the Rail Carrier with whom Grantee has contracted under one or more Operational Agreements to utilize the Grade Crossing Easement Area and Additional Tracks in accordance with applicable laws and governmental approvals. The City shall have the right but not the obligation to terminate the Permanent Easement in the event the Grade Crossing Improvements have not been utilized for rail carrier crossings by Grantee or the Rail Carrier for deliveries to the business operations conducted within the SCPC property, by Grantee or any successor Owners of the SCPC Property, for twenty-four (24) consecutive months. Following any termination of the Permanent Easement, Grantee shall be responsible for obtaining all permits and other governmental approvals and for paying for all costs and expenses for the removal of the Grade Crossing Improvements, normal wear and tear excepted, but in no event shall Grantee be responsible for restoring the Racine Avenue Slope Alignment Area to the condition that existed prior to the installation by SCPC (through the Temporary Construction Easement) of any of the Grade Crossing Improvements. Notwithstanding the foregoing, Grantee shall be responsible for and indemnify (subject to the terms and conditions of Section 9.A. herein) the City for any and all damage to the public way at the Grade Crossing Easement Area caused by the removal of the Grade Crossing Improvements, or any portion thereof.

SECTION 5. COMPENSATION. Grantee hereby covenants and agrees to pay to the City, prior to the Agreement Effective Date, the appraised value of \$ _____ and ___/100 Dollars (\$ _____) for the Permanent Easement

SECTION 6. AUTHORITY TO GRANT EASEMENT The City represents and warrants that the execution of this Agreement by the City and grant of the Temporary Easement and Permanent Easement provided for hereunder have been authorized by an ordinance adopted by the City Council of the City of Chicago on [____], 2011 .

SECTION 7. AUTHORITY TO ACCEPT EASEMENT GRANT. SCPC and SCPM each represent and warrant that they have full power and authority to accept the easement interests granted hereby and to perform their respective obligations hereunder.

SECTION 8. CONSTRUCTION AND MAINTENANCE RESPONSIBILITIES. The Owners of the SCPC Parcel, at their sole cost and expense, shall be responsible for all design, construction, administrative, professional costs, and all permits and other governmental approvals, associated with construction of the Grade Crossing Improvements in the Grade Crossing Easement Area and Racine Avenue Slope Alignment Area, including any third party design review, construction inspection or other cost reasonably incurred by the City in reviewing, permitting, monitoring, and approving such work. All work shall be completed by August 17, 2012 in accordance with the drawings prepared by TranSystems, pages [1-55] dated August 22, 2011, which have been approved by CDOT, with such modifications thereto as to which CDOT may consent to in writing. The Owners of the SCPC Parcel shall be responsible for all maintenance, repair, replacement, and removal of the Grade Crossing Improvements and all other costs associated with its use of the Permanent Easement. The Owners of the SCPC Parcel shall be responsible for all such other costs associated with the rail carrier service over the Grade Crossing Easement Area, including, without limitation, the costs of flagmen, regardless of who employs such flagmen. No Operational Agreements may alter or diminish the obligations of Grantee under this Section 8, however, nothing in this Section 8 shall preclude or limit Grantee from enjoying any of its rights, including any rights of reimbursement, under any Operational Agreement(s)

SECTION 9. INDEMNIFICATION.

A Indemnification Provisions For Benefit Of The City

As additional consideration for the City's grant of the Temporary Easement and Permanent Easement, Grantee hereby indemnifies and holds harmless the City and its elected officials, employees, attorneys, agents, representatives and advisors (the "City Indemnitees") from and against any and all costs, expenses, losses, taxes, penalties, damages, claims, actions or other liabilities (including, but not limited to, reasonable attorney's fees and court costs) (collectively, "City Damages") suffered or incurred by any of the City Indemnitees in any way relating to, arising from or by reason of (a) loss or damage to any personal property of any buses, trucks, cars, motorcycles, other vehicles and motorized means of transportation, pedestrians, bicyclists or other non-vehicular users occurring within the Grade Crossing Easement Premises that are attributable to the Grade Crossing Improvements, (b) death or bodily injury to any persons occurring within the Grade Crossing Easement Premises that are attributable to the Grade Crossing Improvements, (c) loss or damage to the public way at the Grade Crossing Easement Area caused by the removal of the Grade Crossing Improvements, or any portion thereof, *unless*, in the case of (a) through (c) in this Section 9.A, such loss, damage, death or injury is caused by the City's willful misconduct.

B. Matters Involving Third Parties

(1) If any third party shall notify the City with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against any Owner of the SCPC Property or any portion thereof under this Section 9, then the City shall promptly notify such Owner thereof in writing; *provided, however*, that no delay on the part of the City in notifying such Owner shall relieve such Owner from any obligation hereunder unless (and then solely to the extent) that Owner thereby is prejudiced.

(2) Any Owner of the SCPC Property or any portion thereof will have the right to defend the City against the Third Party Claim with counsel of their choice reasonably satisfactory to the City so long as (i) at least one of the Owners notifies the City in writing within 15 days after the City has given notice of the Third Party Claim that the Owner will indemnify the City from and against the entirety of any adverse consequences the City may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim, (ii) at least one Owner provides the City with evidence reasonably acceptable to the City that at least one Owner will have the financial resources to defend against the Third Party Claim and fulfill its indemnification obligations hereunder, (iii) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief, (iv) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of the City, likely to establish a precedential custom or practice materially adverse to the continuing business interests of the City, and (v) at least one Owner conducts the defense of the Third Party Claim actively and diligently

(3) So long as an Owner is conducting the defense of the Third Party Claim in accordance with Section 9(B)(2) above, (i) the City may retain separate co-counsel at

its sole cost and expense and participate in the defense of the Third Party Claim, (ii) the City will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Owner or Owners (not to be withheld unreasonably) to be bound by the judgment or settlement, and (iii) no Owner will consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the City (not to be withheld unreasonably).

(4) In the event any of the conditions in Section 9(B)(2) above is or becomes unsatisfied, however, (i) the City may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner it reasonably may deem appropriate (and the City need not consult with, or obtain any consent from, any Owner in connection therewith), (ii) the Indemnifying Parties will reimburse the City promptly and periodically for the costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses), and (iii) the Indemnifying Parties will remain responsible for any adverse consequences the City may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in this Section 9

SECTION 10. INSURANCE. Grantee shall procure and maintain at its sole expense during the entire term of this Agreement, the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering all uses authorized under this Agreement

A Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance, or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Grade Crossing Improvements and/or the use of the Existing Grade Crossing Easement Area and Racine Avenue Slope Alignment Area. Such coverage shall include an endorsement specifically insuring any liability arising from railroad operations

B Automobile Liability Insurance (Primary and Umbrella) When any motor vehicles (owned, non-owned and hired) are used in connection with any work performed by Grantee and its contractors and subcontractors pursuant to this Agreement, the Grantee and applicable contractors and subcontractors shall procure and maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis

C. Other Insurance. Such other insurance coverage in such amounts as may be reasonably and customarily required by the City's Department of Finance, Division of Risk Management, and as may be applicable to Grantee's use of the Grade Crossing Easement, and performance of any of its obligations hereunder

SECTION 11. ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the parties as to the easement interests granted herein. It shall be construed consistently with that certain ICC Final Order dated August 17, 2011 entered in _____ This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the City and each Grantee

SECTION 12. SEVERABILITY. 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.

SECTION 13. NOTICES. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Transportation 30 North LaSalle Street 11 th Floor Chicago, Illinois 60602 Attn: Commissioner
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street Room 600-City Hall Chicago, Illinois 60602 Attn: Deputy Corporation Counsel Real Estate Division and Land Use Division
If to SCPC:	South Chicago Packing Company 945 West 38 th Street Chicago, IL 60609 Attention Shawna J Lecuyer

If to SCP Morgan, LLC

SCP Morgan , LLC
945 West 38th Street
Chicago, IL 60609
Attention Shawna J. Lecuyer

With a copy to.

Danielle Meltzer Cassel
Vedder Price
222 North LaSalle Street
Chicago, Illinois 60601

Any notice, demand or communication given pursuant to either clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 14. SUCCESSORS AND ASSIGNS. The terms and conditions of this Easement Agreement shall apply to and bind the successors and assigns of the City and the Owners of the SCPC Property and each portion thereof, and the easement granted hereunder shall run with the SCPC Property and each portion thereof, subject to the termination provisions in Section 3 above and to Grantee's performance (or such successors' and assigns' performance) of its obligations under this Agreement.

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SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO,
by and through its Department of Transportation

By: _____
Gabe Klein
Commissioner

SOUTH CHICAGO PACKING CO.,
an Illinois corporation

By _____
Name _____
Its _____

SCP MORGAN, LLC,
an Illinois limited liability company

By _____
Name _____
Its _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as _____ of South Chicago Packing Co., an Illinois corporation, s/he signed and delivered the instrument pursuant to authority given by the corporation as her/his free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth

GIVEN under my notarial seal this _____ day of _____, 2011

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK) SS
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as _____ of SCP Morgan, LLC, an Illinois limited liability company, s/he signed and delivered the instrument pursuant to authority given by the company as her/his free and voluntary act and as the free and voluntary act and deed of the company, for the uses and purposes therein set forth

GIVEN under my notarial seal this _____ day of _____, 2011

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK) SS
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gabe Klein, personally known to me to be the Commissioner of Transportation ("Commissioner") of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, he signed and delivered the instrument pursuant to authority given by the by the City of Chicago, as his free and voluntary act and deed of the corporation, for the uses and purposes therein set forth

GIVEN under my notarial seal this _____ day of _____, 2011

NOTARY PUBLIC

EXHIBIT A-1
LEGAL DESCRIPTION OF SCPC PROPERTY PARCELS

LOTS 1 TO 28, INCLUSIVE AND THE VACATED EAST/WEST ALLEY LYING BETWEEN LOTS 1 TO 8 AND LOTS 9 TO 16, AND THE VACATED NORTH/SOUTH ALLEY LYING EAST OF AND ADJOINING LOTS 17 TO 28, IN BLOCK 16 IN GAGE, LEMOYNE, HUBBARD AND OTHER SUBDIVISIONS OF THE EAST ½ OF THE SOUTHEAST ¼ of SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 945 West 38th Street, Chicago, Illinois

PIN NUMBERS

17-32-417-001-0000, and 17-32-417-002-0000 THROUGH 17-32-417-019-0000

EXHIBIT A-2
LEGAL DESCRIPTION OF SCPM PROPERTY PARCELS

PARCEL 1:

THE SOUTH 481.57 FEET OF THE WEST 579 FEET EAST OF THE EAST LINE OF RACINE AVENUE (EXCEPTING THEREFROM THE SOUTH 268 FEET OF THE WEST 379 FEET AND EXCEPTING THE SOUTH 286 FEET OF THE EAST 200 FEET AND ALSO EXCEPTING THE EAST 59 FEET OF THE WEST 379 FEET OF THE NORTH 18 FEET OF THE SOUTH 286 FEET THEREOF) OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFROM THE SOUTH 381.57 FEET OF THE SOUTH 481.57 FEET OF THE WEST 579 FEET EAST OF THE EAST LINE OF RACINE AVENUE (EXCEPTING THEREFROM THE SOUTH 268 FEET OF THE WEST 379 FEET AND EXCEPTING THE SOUTH 286 FEET OF THE EAST 200 FEET AND ALSO EXCEPTING THE EAST 59 FEET OF THE WEST 379 FEET OF THE NORTH 18 FEET OF THE SOUTH 286 FEET THEREOF) OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS).

PARCEL 2:

THE WEST 579 FEET LYING EAST OF THE EAST LINE OF SOUTH RACINE AVENUE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THE NORTH 33 FEET AND SOUTH 481.57 FEET THEREOF AND ALSO EXCEPTING THE PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 57 FEET EAST AND 33 FEET SOUTH OF NORTH WEST CORNER OF THE SOUTH $\frac{1}{2}$ OF THE SOUTH WEST $\frac{1}{4}$ OF SAID SOUTH EAST $\frac{1}{4}$ AND RUNNING THENCE EAST 138.92 FEET TO A POINT, SAID POINT BEING 195.92 FEET EAST AND 33 FEET SOUTH OF SAID NORTHWEST CORNER OF THE SOUTH $\frac{1}{2}$; THENCE IN A SOUTHWESTERLY DIRECTION 20.40 FEET TO A POINT, SAID POINT BEING 2 FEET SOUTH OF THE FIRST DESCRIBED COURSE; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CIRCLE THE RADIUS OF WHICH IS 207.50 FEET TO A POINT WHICH IS 54.36 FEET SOUTH OF THE PLACE OF BEGINNING OF THIS DESCRIPTION SAID POINT BEING 87.36 FEET SOUTH AND 57 FEET EAST OF THE NORTH WEST CORNER OF SAID SOUTH $\frac{1}{2}$ AND THENCE NORTH 54.36 FEET TO THE PLACE OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 140 FEET OF THE NORTH 173 FEET OF THE WEST 360 FEET OF THE EAST 393 FEET OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

(continued on following page)

EXHIBIT A-2
LEGAL DESCRIPTION OF SCPM PROPERTY PARCELS

SCPM Parcel: (continued from previous page)

THE SOUTH 140 FEET OF THE NORTH 173 FEET OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE EAST 393 FEET AND THE WEST 636 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY GRANT OF EASEMENT RECORDED JANUARY 20, 1970 AS DOCUMENT 21061236 OVER THE SOUTH 33 FEET OF THE EAST 393 FEET OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OVER THE NORTH 33 FEET OF THE WEST 360 FEET OF THE EAST 393 FEET OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SOUTH EAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, FOR INGRESS AND EGRESS.

PIN NO.: 17-32-400-078-0000
 17-32-400-112-0000
 17-32-400-141-0000
 17-32-400-144-0000

COMMON ADDRESS: 3800 SOUTH MORGAN STREET
 CHICAGO, ILLINOIS

EXHIBIT B
DEPICTION OF EXISTING GRADE CROSSINGS
[ATTACHED]

SCOPE OF WORK

WORK BY GRADING CONTRACTOR

CONSTRUCT THE PROPOSED CUTS AND FILLS FOR THE SUBGRADE PLACEMENT. CONSTRUCT SUBBALLAST PER THE CROSS SECTIONS. INSTALL ALL PROPOSED DRAINAGE STRUCTURES PER THE PIPE DETAIL AND SCHEDULE.

WORK BY TRACK CONTRACTOR

INSTALL 2,300 T/F 1122/1153 MM RAIL ON 6" x 8" WOOD TIES. INSTALL 4 #8 R.H.T.O. AND 3 #8 L.H.T.O.

PROPOSED/EXISTING TRACK LENGTH PROJECTING TURNOUTS

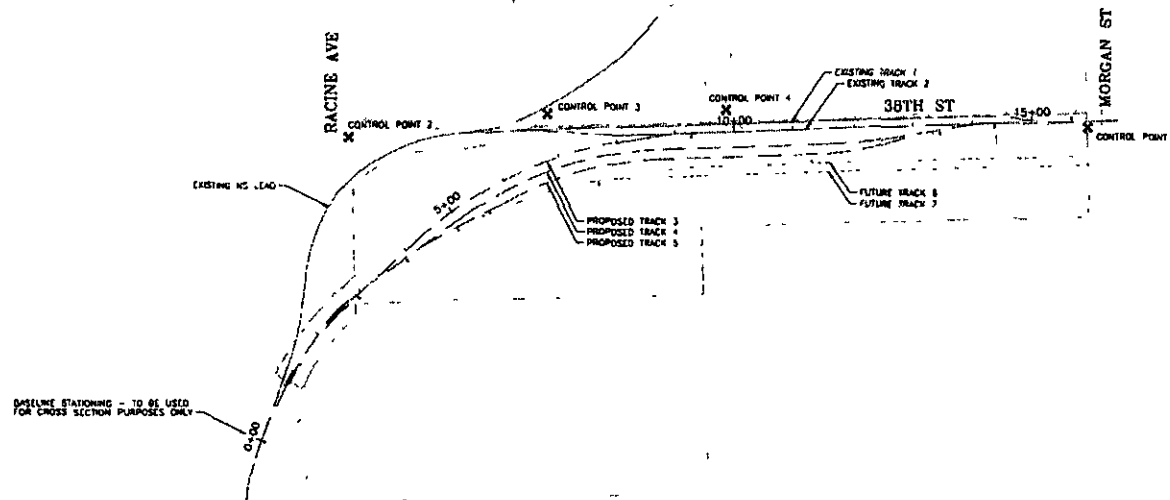
EXISTING TRACK 1=605' CLEAR=9-65' CARS
EXISTING TRACK 2=505' CLEAR=7-63' CARS
PROPOSED TRACK 3=355' CLEAR=3-65' CARS
PROPOSED TRACK 4=635' CLEAR=8-65' CARS
PROPOSED TRACK 5=630' CLEAR=9-65' CARS

TOTAL PROPOSED/EXISTING STORAGE CAPACITY

EXISTING TRACK 1=605' CLEAR=9-65' CARS
EXISTING TRACK 2=640' CLEAR=9-65' CARS
PROPOSED TRACK 3=355' CLEAR=3-65' CARS
PROPOSED TRACK 4=635' CLEAR=8-65' CARS
PROPOSED TRACK 5=630' CLEAR=9-65' CARS

CONTROL POINTS

- CONTROL POINT 2
N=1879508.97
E=1188053.83
ELEV=880.87
- CONTROL POINT 3
N=1879532.28
E=1188334.65
ELEV=882.17
- CONTROL POINT 4
N=1879529.95
E=1188637.72
ELEV=880.81
- CONTROL POINT 6
N=1879810.28
E=1179253.00
ELEV=592.04



USE PREPARED CURVE
STATE NO.
SCHEDULE NO. 1173
PAGE NO. 1 OF 2
DATE 01/20/2018

Train

NORFOLK SOUTHERN

CONSULTANTS
1173-1173-1173

MILORD COMPANY

**SOUTH CHICAGO PACKING
TRACK EXPANSION PROJECT**
COOK COUNTY CHICAGO ILLINOIS

CHICAGO

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD
1	01/23/2018	ISSUED FOR PERMIT	MM	MM

PROJECT: Repetitive
SCALE: 1"=100'
DATE: 01/23/2018
DESIGNED BY: BSA
DRAWN BY: MM
CHECKED BY: MM

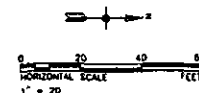
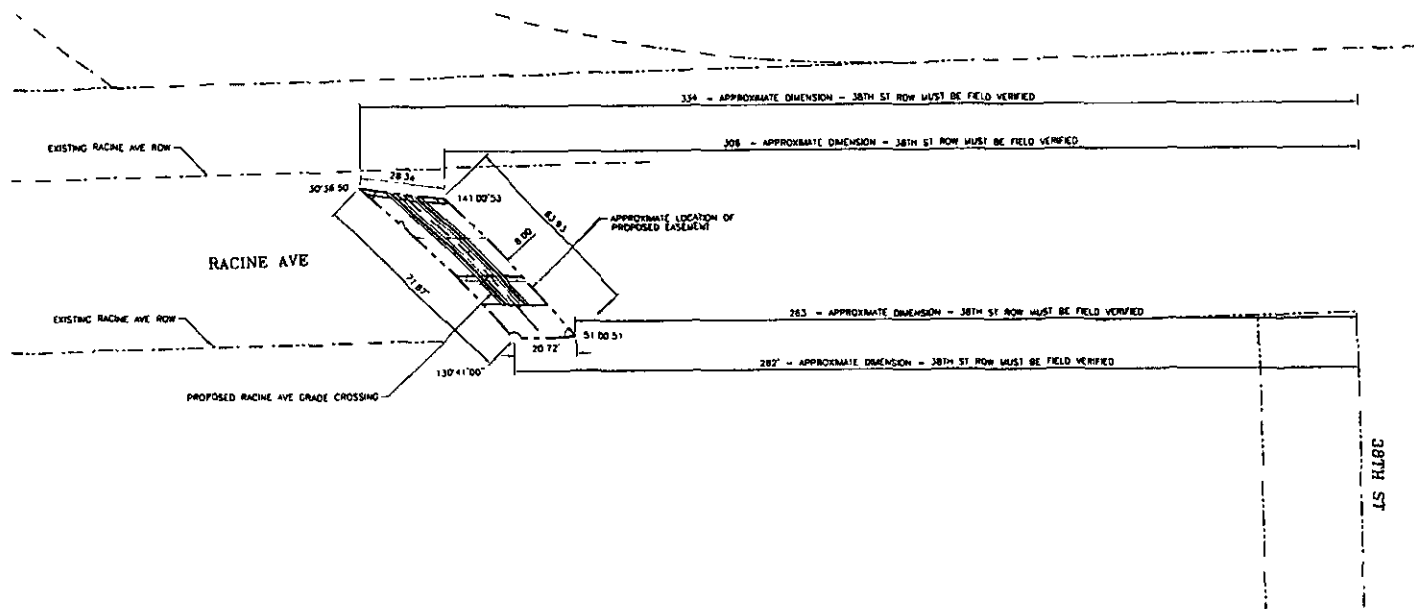
SHEET TITLE
OVERALL SITE PLAN

SHEET NO
3

Drawn by: BSA

EXHIBIT C
DEPICTION OF GRADE CROSSING EASEMENT AREA
[ATTACHED]

EXHIBIT C TO SOUTH CHICAGO PACKING
COMPANY GRADE CROSSING AGREEMENT
GRADE CROSSING EASEMENT AREA



1861 PERMETER DRIVE
SUITE 102
CHICAGO, ILLINOIS 60612
PHONE: 312.462.8800
FAX: 312.462.8800

NORFOLK SOUTHERN

CONSULTANT:

MILORD

COMPANY

SOUTH CHICAGO PACKING
TRACK EXPANSION PROJECT
COOK COUNTY - CHICAGO, ILLINOIS

CHICAGO PACKING
CHICAGO, ILLINOIS

REVISIONS	DATE	DESCRIPTION

PROJECT NO: 100100148

SCALE: AS NOTED

DATE: 04/20/11

DESIGNED BY: BSM

DRAWN BY: BSM

CHECKED BY: DJL

SHEET TITLE

**RACINE AVE
CROSSING
EASEMENT
LOCATION**

SHEET NO

EA101

SHEET 2301 OF 2770

IF THIS DRAWING IS LESS THAN 12" X 18" IT IS A REDUCED SIZE DRAWING

EXHIBIT D
DEPICTION OF ADDITIONAL TRACKS
[ATTACHED]

SCOPE OF WORK

WORK BY GRADING CONTRACTOR

CONSTRUCT THE PROPOSED CUTS AND FILL FOR THE SURFACE PLACEMENT. CONSTRUCT SUBBALLAST PER THE CROSS SECTIONS. INSTALL ALL PROPOSED DRAINAGE STRUCTURES PER THE PIPE DETAIL AND SCHEDULE.

WORK BY TRACK CONTRACTOR

INSTALL 2,300 LF 1122/1152 MIN. RAIL ON 8" x 8" WOOD TIES. INSTALL 4 #8 R.H.T.O. AND 3 #8 L.H.T.O.

PROPOSED/EXISTING TRACK LENGTH PROJECTING TURNOUTS

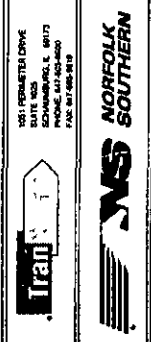
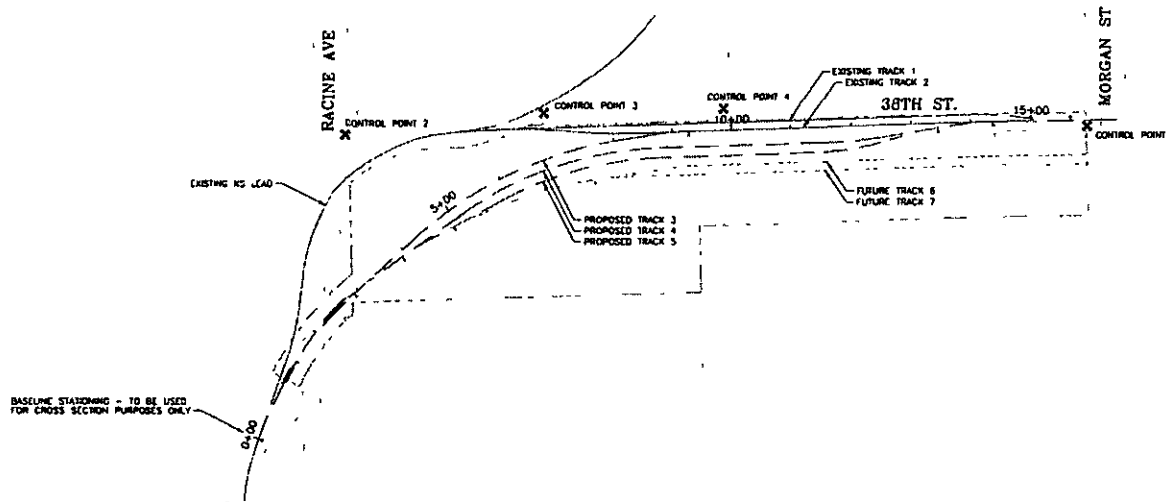
EXISTING TRACK 1=605' CLEAR=8-65' CARS
EXISTING TRACK 2=505' CLEAR=7-65' CARS
PROPOSED TRACK 3=355' CLEAR=5-65' CARS
PROPOSED TRACK 4=635' CLEAR=8-65' CARS
PROPOSED TRACK 5=630' CLEAR=8-65' CARS

TOTAL PROPOSED/EXISTING STORAGE CAPACITY

EXISTING TRACK 1=605' CLEAR=8-65' CARS
EXISTING TRACK 2=505' CLEAR=7-65' CARS
PROPOSED TRACK 3=355' CLEAR=5-65' CARS
PROPOSED TRACK 4=635' CLEAR=8-65' CARS
PROPOSED TRACK 5=630' CLEAR=8-65' CARS

CONTROL POINTS

- 1 CONTROL POINT 2
N=1873588.97
E=1189003.43
ELEV=590.82
- 2 CONTROL POINT 3
N=1879833.38
E=1189334.85
ELEV=592.17
- 3 CONTROL POINT 4
N=1879833.38
E=1189334.85
ELEV=592.17
- 4 CONTROL POINT 6
N=1879810.26
E=1179523.65
ELEV=592.04



CONSULTANTS
MILORD
COMPANY

SOUTH CHICAGO PACKING
TRACK EXPANSION PROJECT
COOK COUNTY, CHICAGO, ILLINOIS
CHICAGO PACKAGING
CORPORATION

REVISION	DATE	BY	DESCRIPTION
1	08/13/2011	TESSA A. BROWN	ISSUED FOR BIDDING

PROJECT NO. 04-100148
SCALE 1"=80'
DATE 7/20/11
DESIGNED BY: STM
DRAWN BY: STM
CHECKED BY: RLE

SHEET TITLE
OVERALL
SITE PLAN

SHEET NO.
3
OF 3 TOTAL

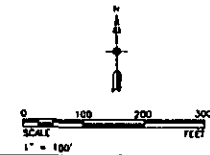


EXHIBIT E
DEPICTION OF GRADE CROSSING IMPROVEMENTS
[ATTACHED]

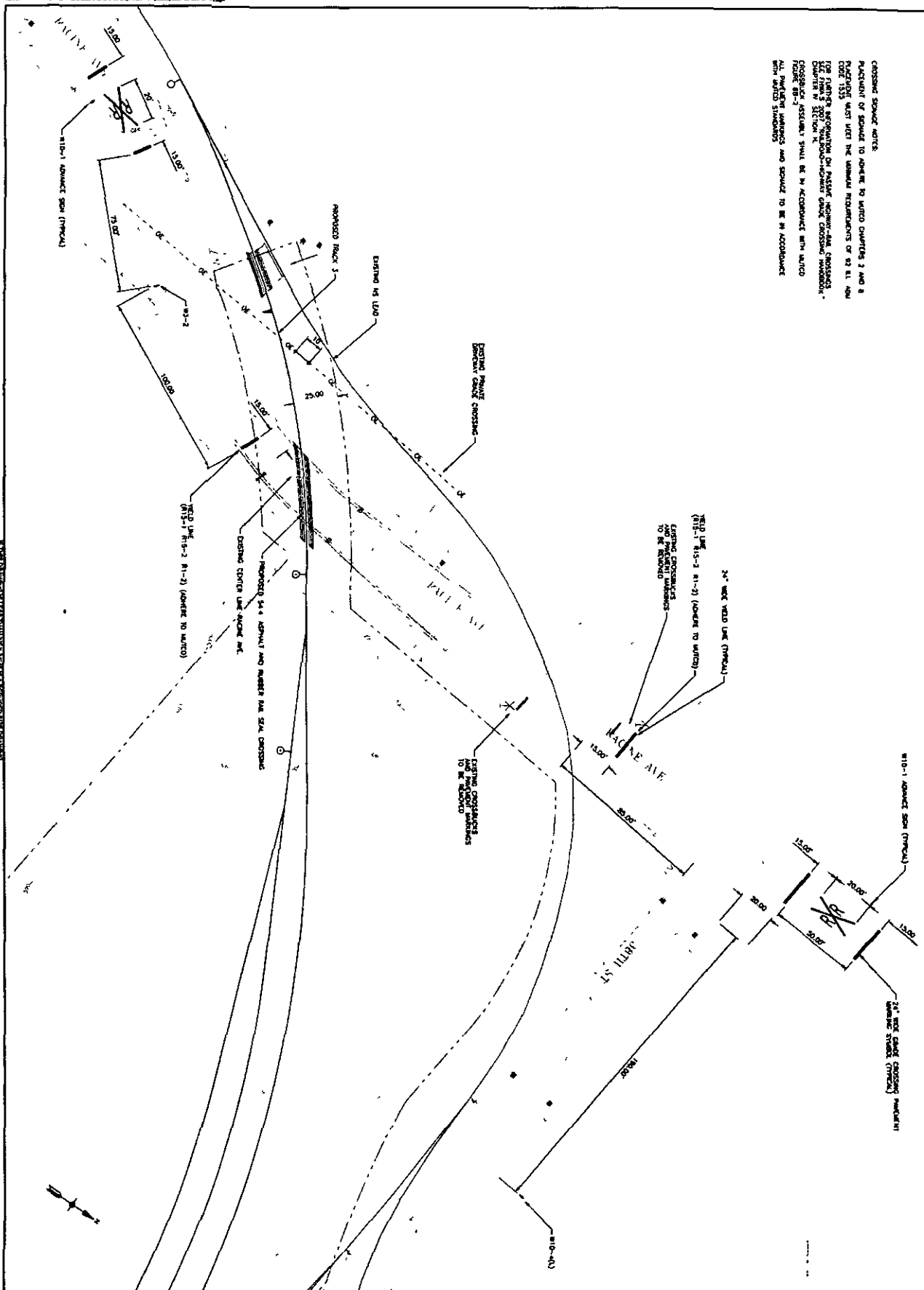
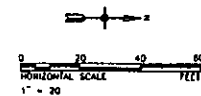
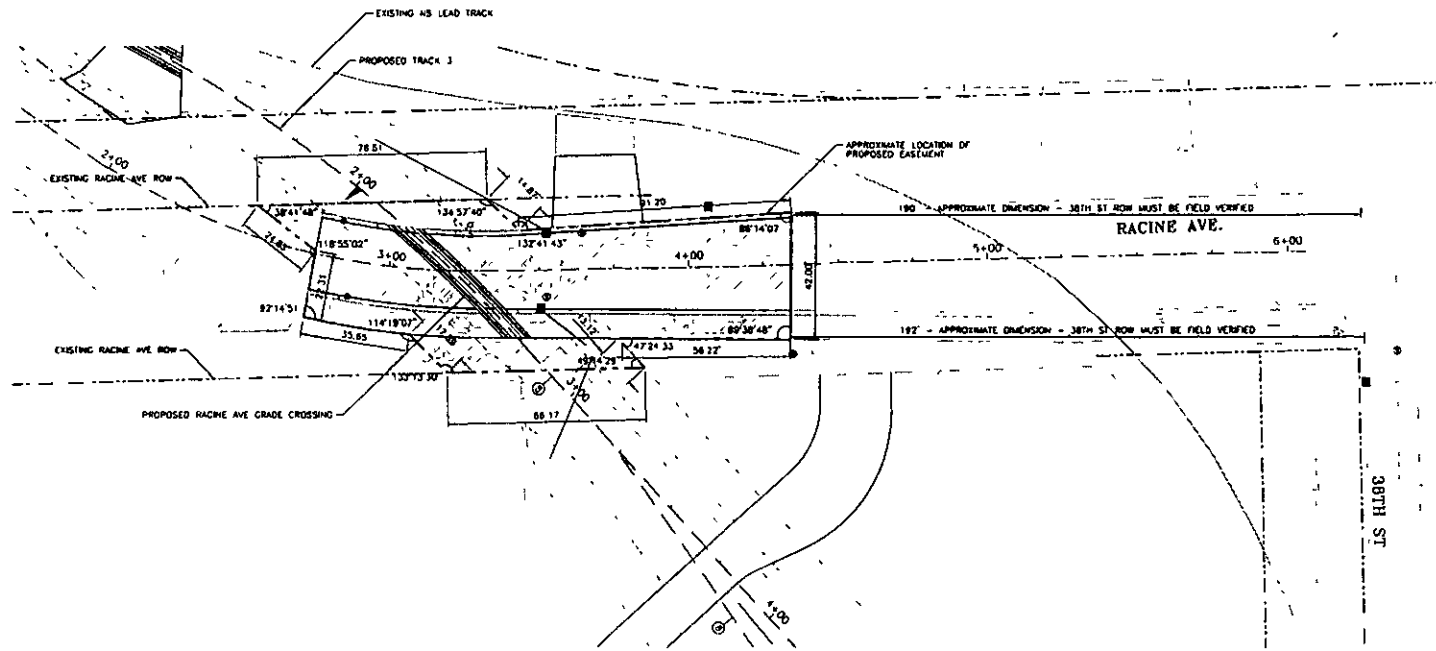
[illegible]

EXHIBIT F
DEPICTION OF RACINE AVENUE SLOPE ALIGNMENT AREA
[ATTACHED]

EXHIBIT F TO SOUTH CHICAGO PACKING
COMPANY GRADE CROSSING AGREEMENT
RACINE AVENUE SLOPE ALIGNMENT AREA



1051 PERMETER DRIVE SUITE 100 CHICAGO, IL 60611 PHONE: 312.682.8000 FAX: 312.682.8010		CONSULTANTS TRANSPORTATION MILORD COMPANY CHICAGO, ILLINOIS																																		
SOUTH CHICAGO PACKING TRACK EXPANSION PROJECT COOK COUNTY - CHICAGO, ILLINOIS																																				
REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION																															PROJ NO. PA1006149 SCALE AS NOTED DATE 06/16/2011 DESIGNED BY: BSM DRAWN BY: BSM CHECKED BY: OJA		
NO.	DATE	DESCRIPTION																																		
SHEET TITLE RACINE AVE CROSSING EASEMENT LOCATION																																				
SHEET NO. EA101																																				

IF THIS DRAWING IS LESS THAN 12" X 36" IT IS A REDUCED SIZE DRAWING

