

EXHIBIT 1 (to Ordinance)

EASEMENT DEED

After Recording, Mail To:
John D. McDonough
City of Chicago Department of Law
121 N. La Salle Street
Chicago, Illinois 60602
(312) 744-8973
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(Space Above Reserved for County Recorder's Use)

UPRR Project No. 0515395

EASEMENT DEED

THIS Easement Deed is made this _____ day of _____, 20____, between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), and **CITY OF CHICAGO**, an Illinois municipal corporation ("Grantee"), whose address is 2 North LaSalle Street, Suite 820, Chicago, Illinois 60602.

Grantor for and in consideration of the sum of **NINETEEN THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS (\$19,585.00)** and other valuable consideration, to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, grants to Grantee, its successors and assigns, a **SURFACE EASEMENT** ("Easement") on and along the property located in Chicago, Illinois, described in **Exhibit A**, attached and by reference made a part of this Easement Deed (the "Easement Area"), for the sole purpose of the improvement, maintenance and public use of a public sidewalk, gates and related facilities, including access and construction, at or near Grantor's Mile Post 10.31 (DOT No. 173887G), on Grantor's Harvard Subdivision in Chicago, Cook County, Illinois.

The Easement is granted for the purpose described above and for surface use only. Without limitation of the foregoing, this grant does not include the right to install utilities of any nature, including, without limitation, fiber optic, cable television, electrical, gas or liquid distribution, or telephone lines.

Grantor, its successors and assigns, reserves the right to construct at any and all times and to maintain railroad tracks and appurtenances, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over, under and across the Easement Area, but in such a way as to not interfere with Grantee's use of the Easement; it being understood that the rights so

reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to use of the Easement Area for any purpose, including, but not limited to any and all general railroad purposes, which is not inconsistent with Grantee's use of the Easement.

The Easement is granted pursuant to the terms and conditions contained in the separate ICC Stipulated Agreement 2232 executed _____, subsequent Commission Order defined therein, and all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Area, whether recorded or unrecorded, including the maintenance and use of a Commercial Signboard identified as Audit No. 200604 and its related facilities. Grantor will coordinate with Grantee to prevent any such use of the Easement Area in a manner inconsistent with the Grantee's use of the public sidewalk, gates, and related facilities.

The Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

If Grantees, its successors or assigns, abandon the Easement Area or any portion of the Easement Area, for the purposes of the Easement, the Easement will cease and terminate with respect to the portion of the Easement Area so abandoned, and the title to the Easement Area will be freed from the burden of the Easement. Nonuse of the Easement Area or any portion thereof, for the purposes of the Easement for the period of one (1) year, following the removal of the facilities and improvements therefore, will be deemed an abandonment of the Easement Area or portion thereof not used.

Grantor and Grantee have caused this Easement Deed to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID No. 94-6001323)

By _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for said County and State, personally appeared _____ who is the _____ of Union Pacific Railroad Company, a Delaware corporation, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public for and in said State

My commission expires: _____

↑ (Affix Notary Seal Here) ↑