

# UNOFFICIAL COPY

# H42N-24

MEMORANDUM OF  
EASEMENT AGREEMENT

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6699/0056 15 005 Page 1 of 4  
2001-10-12 12:10:41  
Cook County Recorder 27.50



Return To:

Horizon Pipeline Company, L. L. C.  
Land Department  
P.O. Box 2727  
Joliet, IL 60434



**COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
ROLLING MEADOWS**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, HORIZON PIPELINE COMPANY, L. L. C. with offices at 143 Union Boulevard, 3<sup>rd</sup> Floor, P.O. Box 281304, Lakewood, Colorado 80228-8304, and, HARRIS BANK PALATINE, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 11, 1993 AND KNOWN AS TRUST NUMBER 13528 have entered into an Easement Agreement pertaining to the property described on Exhibit A attached to this Memorandum of Easement Agreement which said Easement Agreement is dated 5/18/01 2001.

This Memorandum of Easement Agreement is intended for notification purposes only. Such Easement Agreement is not recorded and contains additional provisions not included in this Memorandum. In the event of conflict between this Memorandum and the unrecorded Easement Agreement, the unrecorded Easement Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on this 18<sup>th</sup> day of May, 2001.

GRANTOR:

HARRIS BANK PALATINE, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 11, 1993 AND KNOWN AS TRUST NUMBER 13528 AND NOT PERSONALLY.

By, Mary M. Bray  
Mary M. Bray, Trust Officer

Attest, Kristin A. Stams  
Kristin A. Stams, Land Trust Administrator

Prepared by, Philip R. Telleen, Attorney  
747 East 22<sup>nd</sup> Street  
Lombard, IL 60148

GRANTEE:

HORIZON PIPELINE COMPANY, L. L. C.

By, G. V. Podolski  
G. V. Podolski

As: Land Coordinator

SEE EXCULPATORY RIDER ATTACHED  
HERE TO AND MADE A PART HEREOF

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2/27  
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## ACKNOWLEDGMENT

State of Illinois )  
County of ~~Frank~~ Will )

The foregoing instrument was acknowledged before me on this 28th day of SEPTEMBER, 2001 by G.V. Podolski of Horizon Pipeline Company L.L.C., on behalf of the company.

Given under my hand a notarial seal this 28th day of SEPTEMBER, 2001



R.G. Hustad Jr  
Notary Public

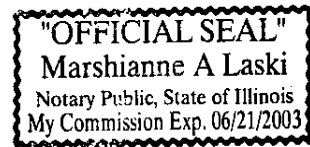
## ACKNOWLEDGMENT

State of Illinois )  
County of Cook )

The foregoing instrument was acknowledged before me on this 18th day of May, 2001 by Mary M. Bray, Trust Officer & Kristin A. Starns, Land Trust Administrator

Given under my hand a notarial seal this 18th day of May, 2001

Marshianne A. Laski  
Notary Public



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HARRIS BANK PALATINE  
IH-

## EASEMENT DESCRIPTION

A 40 foot wide strip of land crossing Parcel 1, being part of Fractional Section 5, Township 41 North, Range 9 East, Cook County, Illinois. Said strip of land being 15 feet Northerly and 25 feet Southerly of a West to East centerline survey and 15 feet Westerly and 25 feet Easterly of a North to South centerline survey described as follows:

Commencing at the Northwest Corner of Parcel 8, as shown on the Plat of Survey recorded June 26, 1981 as Document 25918743, point being monumented with a railroad spike set in the approximate centerline of Shoe Factory Road; Thence N 00° 34' 55" E, along a monumented line of occupation, a distance of 1173.44 feet to a point on a line drawn parallel with and 1942.50 feet South of, as measured perpendicular to, the occupied and monumented centerline of the Illinois State Toll Highway Authority's Northwest Tollway (I-90), said point also being the Southeast Corner of said Parcel 1; Thence S 89° 50' 35" W, along said parallel line and the South line of said Parcel 1, a distance of 1909.94 feet to the East line of the 190.00 feet foot-wide ComEd right-of-way; Thence N 00° 04' 04" E, along said East line a distance of 1615.01 feet to a point, said point being the Most Westerly Northwest Property Corner and the South line of the Northern Illinois Gas Subdivision, according to the plat thereof recorded December 19, 1995 as Document 95882889; Thence N 89° 50' 35" E, along said South line a distance of 120.00 feet to the East line of said Subdivision, Thence N 00° 04' 04" E, along East line of said Subdivision a distance of 25.00 to the True Point Of Beginning of the centerline survey; Thence N 89° 50' 35" E along said centerline survey a distance of 45.00 feet to a point; Thence N 00° 04' 04" E a distance of 95.00 feet to the Point Of Ending of said centerline survey at the Most Northerly line of said Parcel 1; said point being N 89° 50' 35" E a distance of 45.00 feet from the Most Northerly Northwest Property Corner of said Parcel 1 as measured along said Most Northerly line thereof.

PIN 06-05-100-014

**EXCULPATORY RIDER**

This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated 5/11/93, and known as Trust no. R13528, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.