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2002-11-12 14:56:35
Cook County Recorder 38.50

R/W NO:
COUNTY: Cook
STATE ILLINOIS



0021244999

May 18, 2001

RIGHT OF WAY AGREEMENT

That the Undersigned, whether one or more, hereinafter called the **GRANTOR** being the owner of, or having an interest in land situated in the County of Cook, State of Illinois fully described below, for the payment of Twelve Thousand Five Hundred and no/100 dollars (\$12,500.00), receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Horizon Pipeline Company L.L.C.**, having an office at 747 East 22nd Street, Lombard, Illinois 60148 (hereinafter referred to as **GRANTEE**) and to its successors and assigns, the rights, privileges and easements hereinafter set forth with respect to the following described real estate in the County of Cook, State of Illinois to wit:

Part of Fractional Section 5, Township 41 North, Range 9 East, Cook County, Illinois.

The Easement Area is legally described and shown on the attached plat and easement description.

(hereinafter referred to as "said land").

The rights, privileges and easements hereby granted to said **GRANTEE**, its successors and assigns, shall include the right of ingress and egress across the above described tract of land and adjacent lands of **GRANTOR** at convenient points, the exclusive right, privilege and easement within said land for the purposes of constructing, reconstructing, operating, inspecting, repairing, maintaining, testing, altering, replacing, removing, changing the size of, and abandoning in place, a pipeline and for the transportation of natural gas and associated by-products, together with all other rights necessary or convenient for the enjoyment of the rights, privileges and easements

This Instrument Prepared by Renez Greene, Attorney
747 East 22nd Street Lombard, Illinois 60148

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hereby granted, in whole or in part, at the will of the GRANTEE. As used herein, the term "pipeline" shall also include such surface or subsurface pipeline appurtenances and facilities which includes, but not by way of limitation, drips, ground valves, meters, markers, wireleads and cathodic protection equipment, as are necessary or convenient, in the judgement of the GRANTEE, for the operation or maintenance of any such pipeline. GRANTOR hereby releases and waives all rights and benefits under applicable homestead exemption laws.

TO HAVE AND TO HOLD such rights, privileges and easements unto said GRANTEE, its successors and assigns until GRANTEE shall release such rights, privileges and easements by an instrument in writing duly recorded.

The terms and conditions of this agreement are as follows:

1. Grantee's rights, privileges and easements hereunder shall be limited to one (1) pipeline only. Grantee shall select the route of the pipeline and the easement area shall have a total width of forty (40) feet. Grantee shall have the right to utilize an additional temporary work space of not more than (80) feet in width along the easement area during initial construction of the pipeline, except at road crossings, waterways or areas with unusual construction problems where additional work space may be used.
2. Grantee shall pay the then owners of said land and any tenant or lessee thereof, as their respective interest may appear, for any damage to fences, improvements, growing crops and merchantable timber which may be caused by the exercise of the rights herein granted. However, after the pipeline has been installed, Grantee shall not be liable for damages caused on the right-of-way by keeping said right-of-way clear as Grantee may, in its sole determination, see fit of trees, undergrowth, brush, structures, and other obstructions. Owner shall authorize Grantee to take plants listed by the Illinois Endangered Species Protection Act during construction and maintenance of the pipeline and related facilities. Grantee shall not cause any liens to be filed or perfected on the Easement Area or Grantor's other property.
3. The pipeline installed hereunder shall be constructed not less than 48 inches below the surface elevation of said land at the time of construction, provided that subsoil conditions do not permit a pipeline to be constructed at or below this depth by normal construction methods. In the event that rock or other subsoil conditions do not permit a pipeline to be constructed at or below this depth by normal construction methods, the pipeline constructed hereunder shall be constructed at the lowest depth above the 48 inch minimum depth specified above that normal construction methods will permit.
4. GRANTOR hereby reserves the right to use said land in any manner that will not prevent or interfere with the exercise by GRANTEE of its rights hereunder, provided, however, that GRANTOR shall not construct nor permit to be constructed, any house, building, obstruction, water retaining structure or other structure in the immediate vicinity of the pipeline or other facility constructed by GRANTEE hereunder, without the express prior written consent of the GRANTEE. In addition, GRANTEE shall have the right from time to time to cut all trees,

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undergrowth and other obstructions that, in its judgement, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easements herein granted.

5. If any part, term or provision of the agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over said land, held to be illegal, void, or unenforceable, or to be in conflict with the law of the state in which said lands lie, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular part, term, or provision to be held invalid.

6. This instrument, together with exhibits incorporated herein by reference, if any, incorporates and describes all of the grants, undertakings, conditions and considerations of the parties. Grantor, in executing and delivering this instrument, represents that he has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except as are set forth herein.

7. This instrument may be executed in counterparts and Grantors shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.

8. The rights of the Grantee hereunder may be assigned in whole or in part.

The terms, covenants and provisions of this agreement shall inure to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of each of the parties hereto.

GRANTOR represents that the above-described land is rented for the period beginning _____, 20____, to _____, 20____ on Cash Crop basis to _____.

Executed this 8th day of October, 2002.

HARRIS TRUST AND SAVINGS BANK, not
personally but solely as Trustee under Trust

**SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF**

No. 13528

BY: Mary M. Bray Mary M. Bray, Trust Officer

ATTEST: Kristin A. Starns
Kristin A. Starns, Land Trust Administrator

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CONSENT AND AGREEMENT OF TENANT

In consideration of the sum of \$10.00 in hand paid, the undersigned tenant in possession of said land described in the foregoing Right-of-Way Agreement consents to and joins in such agreement, to the extent of his interest in the real estate described therein.

Dated this _____ day of _____, 2001

ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF COOK

On this _____ day of _____ 2001, before me personally appeared _____, to me known to be the person(s) described in, and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his/her/their) free act and deed.

In testimony whereof, I have hereunto set my hand and affixed by official seal, at my office in said County and State, the day and year last above written.

(SEAL)

My Commission Expires

Notary Public

Return to: Horizon Pipeline Co. L.L.C.
P.O. Box 2427
Joliet, IL 60434

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STATE OF ILLINOIS)

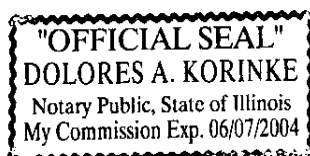
COUNTY OF COOK)

I, the undersigned, a notary public in and for said county, in the State aforesaid, do hereby certify that Mary M. Bray, Land Trust Officer of Harris Trust and Savings Bank, Successor Trustee to Harris Bank Roselle, N.A, f/k/a Roselle State Bank , and Kristin A. Starns, Land Trust Administrator of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Land Trust Administrator respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said LTA did also then and there acknowledge that said Land Trust Officer, as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said Land Trust Officer's own free and voluntary act, as Trustee, and as the free and voluntary act of said Bank. for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 8th day of October, 2002

Dolores A. Korinke

Notary Public



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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.

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HARRIS BANK PALATINE
IH-

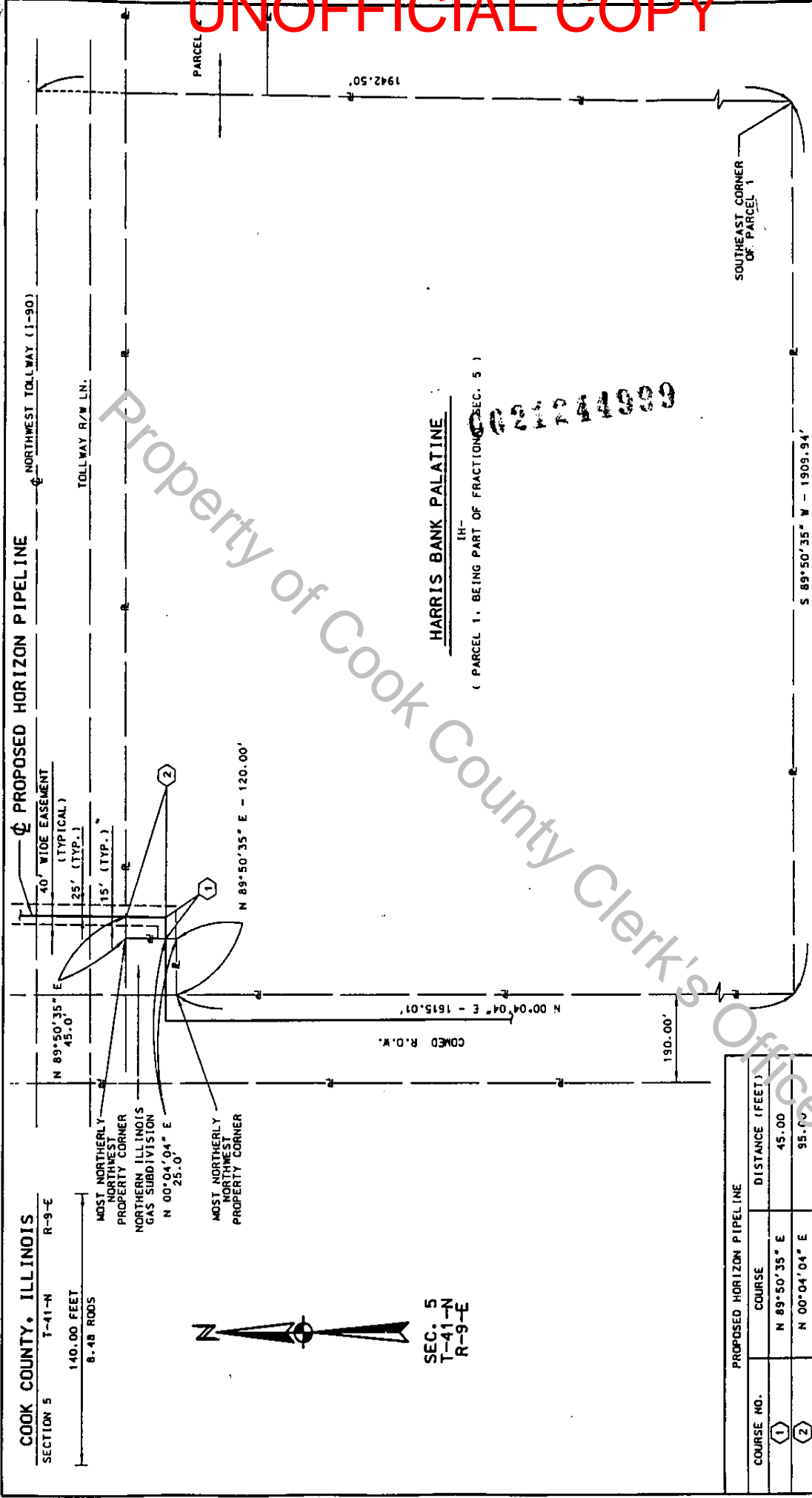
EASEMENT DESCRIPTION

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 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 feet 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

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COOK COUNTY, ILLINOIS

SECTION 5 T-41-N R-9-E

140.00 FEET
8.48 ROOFS

MOST NORTHERLY
NORTHWEST
PROPERTY CORNER

NORTHERN ILLINOIS
GAS SUBDIVISION
N 00°04'04" E
25.0'

MOST NORTHERLY
NORTHWEST
PROPERTY CORNER



SEC. 5
T-41-N
R-9-E

HARRIS BANK PALATINE

(PARCEL 1, BEING PART OF FRACTION 1 OF SEC. 5)

PROPOSED HORIZON PIPELINE	
COURSE NO.	COURSE
1	N 89°50'35" E
2	N 00°04'04" E

A. EPSTEIN AND SONS INTERNATIONAL
600 WEST FULTON ST.
CHICAGO, ILLINOIS 60610
TEL 312 331 8377
WWW.AEPSTEIN.COM



E P S T E I N

TITLE PLAT SHOWING PROPOSED HORIZON PIPELINE ACROSS THE PROPERTY OF HARRIS BANK PALATINE COOK COUNTY, ILLINOIS

A.F.E. NO. 41866-31
SCALE DATE 7/07/00
FILE NO. HPC-PP-C14

DRAWN E. CLAUDON [CH. C. gonzalez] PROJ. ENGR. / MGR.