

# UNOFFICIAL COPY



Doc#: 0327334170  
Eugene "Gene" Moore Fee: \$44.00  
Cook County Recorder of Deeds  
Date: 09/30/2003 04:03 PM Pg: 1 of 11

FOR RECORDER'S PURPOSES

## EASEMENT ADDENDUM

THIS ADDENDUM is made and entered this 10<sup>th</sup> day of June, 2003, by and between COMMONWEALTH EDISON COMPANY, an Illinois Corporation, P.O. Box 767, Chicago, Illinois 60690 (hereinafter referred to as "Grantor"), and HORIZON PIPELINE COMPANY, L.L.C., a Delaware limited liability company, with its principal office at 747 East 22nd Street, Lombard, Illinois 60148 (hereinafter referred to as "Grantee");

### WITNESSETH:

WHEREAS, Grantee on March 27, 2002, entered into a certain Gas Pipeline Easement and Memorandum of Agreement with Grantor for the continuous right and privilege of constructing, operating, maintaining, inspecting, repairing, replacing and removing one (1) 36-inch diameter pipeline in and along the various properties of Grantor. Said Gas Pipeline Easement and Memorandum of Agreement having been recorded in the Recorder's Office of Cook County, Illinois on August 19, 2002 as Document Number 0020909370, and recorded in the Recorder's Office of McHenry County, Illinois on April 10, 2002 as Document Number 2002R0033435, (hereinafter referred to as "Agreement").

WHEREAS, Grantee desires and requests to install two (2) cathodic protection systems, (hereinafter referred to as "Facilities") for the purpose of mitigating corrosion on its existing pipeline within the various properties of Grantor.

RECORDING FEE 44  
DATE 9-30-03 COPIES 6  
OK BY [Signature]

HP

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NOW THEREFORE, Grantor after reviewing Grantee's request finds that it is agreeable to amend and supplement the Agreement; and BY THESE PRESENTS DOES GIVE AND GRANT unto Grantee, without warranty, a modification of the easement rights heretofore given, to provide for a perpetual centerline easement for the continuous use, operation, maintenance and removal of said Facilities in, under, across and along in that portion of Permanent Number 34 of Grantor's Joliet – Crystal Lake Right of Way, as situated in the East 150 feet of the West Half of the Southwest Quarter of Section 8, Township 41 North, Range 9, East of the Third Principal Meridian, lying North of the North right-of-way line of Dale Road, Hanover Township, Cook County, Illinois (part of PIN 06-08-100-004); AND in that portion of Permanent Numbers 19 and 19W-2, and Parcel Number 40 of Grantor's Joliet – Crystal Lake Right of Way, as situated in the East 100 feet of the South 220 feet of the Southeast Quarter of Section 25, Township 43 North, Range 8, East of the Third Principal Meridian (part of 19-25-400-003) and the West 15 feet of the South 220 feet of the Southwest Quarter of Section 30, Township 43 North, Range 9, East of the Third Principal Meridian (part of 20-30-300-003), all in Algonquin Township, McHenry County, Illinois (hereinafter referred to as "Grantor's Property"), provided Grantee agrees to observe and comply with the following terms and conditions:

1. Grantee agrees that said Facilities shall be installed in Grantor's Property in strict conformity with Grantee's engineering plans, B-10540, dated August, 2003 and B-10540, dated October 15, 2002, marked Exhibit "A", attached hereto and made a part hereof. No change in the work planned to construct the Facilities shall be made without Grantor's prior approval.

2. The parties hereto agree that all of the terms, conditions and covenants as contained in the Agreement, are incorporated herein and made a part hereof to the same extent as if stated in writing herein, unless any such term, condition or covenant has been changed, modified or amended pursuant to this addendum.

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3. Grantee agrees to notify Grantor's Regional Right of Way Agent in Joliet, Illinois, telephone number (815) 727-5703, at least 48 hours before commencing any work in Grantor's Property in order that Grantor can have a representative present during construction if it so desires. Grantee further agrees to reimburse Grantor for the services of such representative or representatives, if so required.
4. Prior to any construction, Grantee agrees to notify J.U.L.I.E. (Joint Utility Location Information for Excavators), telephone number (1-800) 892-0123, in order to locate and protect all existing utilities which may be present in the immediate construction area.
5. Grantee agrees that this Easement Addendum is subject and subordinate to Grantor's rights, as owner of the fee title, to maintain, operate, improve and remove its existing electrical facilities and equipment and to construct, maintain, operate, improve and remove future electrical facilities and equipment within Grantor's Property.
6. Grantee agrees that when the Facilities are installed and functional that it will contact Grantor's Techlabs Field Services Corrosion Group, Mr. John Ivashachenko, in Maywood, Illinois, telephone number (708) 410-5587, to review and test for possible induced voltages and stray current requirements with your pipeline and cathodic protection systems and with Grantor's electrical transmission facilities and equipment and should any modifications or adjustment to your Facilities be required to correct such problems, Grantee will perform such additional work at their cost or expense until such voltage or current problems are resolved.
7. Grantee agrees that no equipment above 14-feet in height, over existing grade, shall be used on Grantor's Property and that all necessary safety precautions shall be taken when working with vehicles, trucks or mobile equipment under and adjacent to Grantor's energized wire lines. The following minimum separation (or clearances) between Grantee's equipment and Grantor's overhead wire lines (conductors) must be maintained:
  - a) Wire lines energized at 34,000 volts (34kv) or lower must maintain at least 10 feet of separation.

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- b) Wire lines energized at 138,000 volts (138kv) must maintain at least 13 feet of separation.
  - c) Wire lines energized at 345,000 volts (345kv) must maintain at least 20 feet of separation.
8. Grantee agrees to reimburse Grantor for any expense incurred, for any damage to or adjustment of its facilities or of any existing grantees', lessees' or licensees' use of Grantor's Property with regard to the accommodation of said Facilities.
9. Grantee agrees to remove all excess construction materials, debris and spoil from Grantor's Property upon completion of its Facilities and to leave Grantor's Property in a neat, clean and orderly condition at all times and to the satisfaction of Grantor.
10. Grantee agrees, for the construction of the Facilities, to require its contractor, before commencing the work of installing, repairing, replacing or removing the Facilities to purchase and maintain, a policy or policies of insurance issued by good and responsible insurance companies and in a form satisfactory to Grantor as follows:
- 1.) Workers' Compensation Insurance Policy. Coverage A - To pay promptly when due all compensation and other benefits required of the insured by the workers' compensation law. Coverage B - Employers' Liability: To pay on behalf of the insured with limits not less than \$500,000 each accident/occurrence all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom. Coverage A and Coverage B will cover all contractors, subcontractors, and their subcontractors;
  - 2.) Comprehensive General Liability Policy or Policies covering all contractors, subcontractors and all their subcontractors with limits not less than the combined single limit of \$3,000,000 for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence, which policy or policies shall not exclude property of Grantor. Commonwealth Edison Company, as Grantor, shall be added as Additional Insured under endorsement GL 2010 or CG2010. Bodily injury means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death, at any time resulting therefrom. Property damage means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at

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any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

- 3.) Automobile Liability in the amount of not less than \$1,000,000 per occurrence combined single limit covering all owned, leased, rented and non-owned vehicles.

There shall be furnished to Grantor, prior to commencing the work of installing, repairing, replacing or removing the Facilities, a certified copy of each policy of insurance or a Certificate of Insurance issued pursuant to the requirements contained in subparagraphs (1), (2) and (3) of this paragraph. Insurance coverage as required herein in subparagraphs (1), (2) and (3) shall be kept in force until all work has been completed. Declarations in each of said policies shall identify the work as being done by and for others on property owned by Grantor and there shall be no exclusions in any of said policies not approved by Grantor.

11. Grantee agrees to obtain, at its sole cost and expense, such permits, licenses or other authority which may be required from the State of Illinois, County of Cook, County of McHenry and any other authorities having jurisdiction, before using said premises for the purpose herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of any such authorities. Grantee shall secure all wetland permits as may be required from the appropriate federal, state, county or local regulatory agencies prior to commencing any work on Grantor's Property and to use erosion control methods or any other method provided by the Federal Clean Water Act in order to prevent any construction material or debris reaches wetlands area, the same shall be removed and the area restored, as nearly as practicable to its original condition to the extent required by law. Grantee further agrees to provide Grantor with copies of all such permits, licenses or authorities received from the appropriate regulatory agencies. Grantor agrees to monitor, maintain, and restore said wetland areas for the time and duration as specified in its permits, licenses or other authorities and to return the wetland areas to a condition that is satisfactory to said regulatory agencies.

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12. Grantee agrees that there shall be no impairment of any natural or installed drainage facilities occasioned by the construction, installation, repair, replacement, maintenance, operation or removal of the Facilities.

13. Grantee shall, on all lands burdened by the Agreement conduct its operations and otherwise use or occupy Grantor's property hereunder in compliance with all applicable Environmental Laws and shall not cause any Hazardous Material to be handled or introduced on Grantor's property hereunder. Grantee shall defend, indemnify and hold harmless Grantor, its successors, assigns, officers, directors, shareholders, agents, representatives and employees from and against any suits, damages (including, but not limited to, consequential damages), losses, claims or causes of action, demands, injuries, costs and expenses of any kind including, without limitation, court costs, expenses, attorney and consultant fees, whether asserted under Environmental Laws or at common law, arising out of or related to any breach by Grantee of the environmental covenants set forth above; any violation by Grantee of any Environmental Law; or the presence, release or threatened release of any Hazardous Material at, on or beneath Grantor's property caused by Grantee, its agents, or any entity in privity with or providing a benefit to Grantee. As used in this section, the term Environment Laws shall mean all federal, state and local statutes, regulations or ordinances relating to the protection of health, safety or the environment including, without limitation, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and all similar state and local laws now or hereinafter enacted or amended. Hazardous Materials shall mean any waste, pollutant, toxic substance or hazardous substance, contaminant or material regulated by any Environmental Law including, without limitation, petroleum or petroleum-based substances or wastes, asbestos and polychlorinated biphenyls.

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If, during the performance of Grantee's work, Grantee becomes aware that soil, groundwater, or other material on, within or under Grantor's Property is contaminated by any Hazardous Material, Grantee shall notify Grantor and Grantee shall immediately secure the work area in such a manner as to adequately protect the public safety.

Grantee shall manage any excavated soils in which Hazardous Material are encountered in accordance with the applicable Environmental Laws and, if allowed by such Laws, Grantee shall return the excavated work area to the condition the work area was in immediately before such Hazardous Material were encountered. If under the applicable Environmental Laws the excavated soils cannot be returned to the excavated work area, Grantee shall remove and dispose of the contaminated excavated soil at no cost to Grantor. Grantee shall not deposit the contaminated excavated soil on Grantor's Property, but shall immediately commence to dispose of said soil as required by Law. Except as provided in this Easement Addendum or under Environmental Laws, Grantee shall not be responsible for the removal or disposal of any soil, which it has not contaminated or excavated from the work area or for any remediation of the work area, which does not arise as a result of Grantee's work or presence on Grantor's Property.

The foregoing covenants and indemnification obligations shall survive any termination of this Easement Addendum.

14. This Easement Addendum and the Agreement shall be construed in accordance with and be governed by the laws of the State of Illinois.

15. The parties hereto agree that this Easement Addendum and the Agreement may be subject to the review and approval of any governmental or regulatory body which has jurisdiction over the parties. If any governmental or regulatory agency or court of competent jurisdiction holds that any provision of this Easement Addendum or the Agreement is invalid, or if, as a result of a change in any law, any provision of this Easement Addendum or the

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Agreement is rendered invalid or results in the impossibility or impracticability of performance thereof, the remainder of this Easement Addendum or the Agreement shall not be affected thereby and shall continue in full force and effect.

In the event any provision of this Easement Addendum or the Agreement is so held invalid, the parties hereto shall promptly renegotiate in good faith new provisions to restore this Easement Addendum or the Agreement as nearly as possible to its original intent and effect.

16. The terms "Grantor" and "Grantee" wherever used in this instrument are intended in each instance to include the respective successors and assigns of Grantor or Grantee, whichever the case may be, and all of the terms and provisions of this instrument shall inure to the benefit of and be binding upon the respective successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by their respective officers or representatives all as of the day and year first above written.

Prepared by:  
 Craig Dixon  
 Commonwealth Edison Co.  
 P.O. Box 767  
 Chicago, IL 60690

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

COMMONWEALTH EDISON COMPANY

By [Signature]  
 Real Estate Manager

HORIZON PIPELINE COMPANY, L.L.C.

By [Signature]  
 Title Land Supervisor



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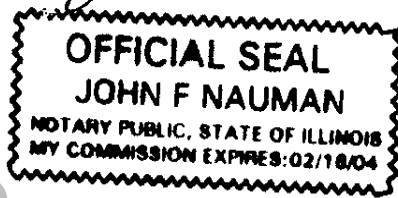
STATE OF ILLINOIS )  
COUNTY OF Will ) SS

I, John F. Nauman, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that George V. Podolski as Land Supervisor of HORIZON PIPELINE COMPANY, L.L.C., a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Land Supervisor appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of July, A.D. 2003.

John F. Nauman  
Notary Public

My Commission Expires: 2-16-04



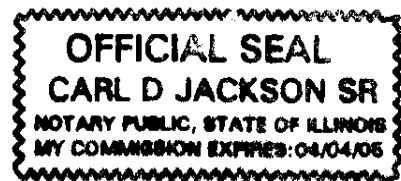
STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS

I, Carl D. Jackson, Sr., a Notary Public, in and for said County, in the State aforesaid, do hereby certify that DAVID S. PETERSEN as Real Estate Manager of COMMONWEALTH EDISON COMPANY, an Illinois corporation, 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 acknowledged that as Real Estate Manager, he signed, sealed and delivered the said instrument as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of JUNE, A.D. 2003.

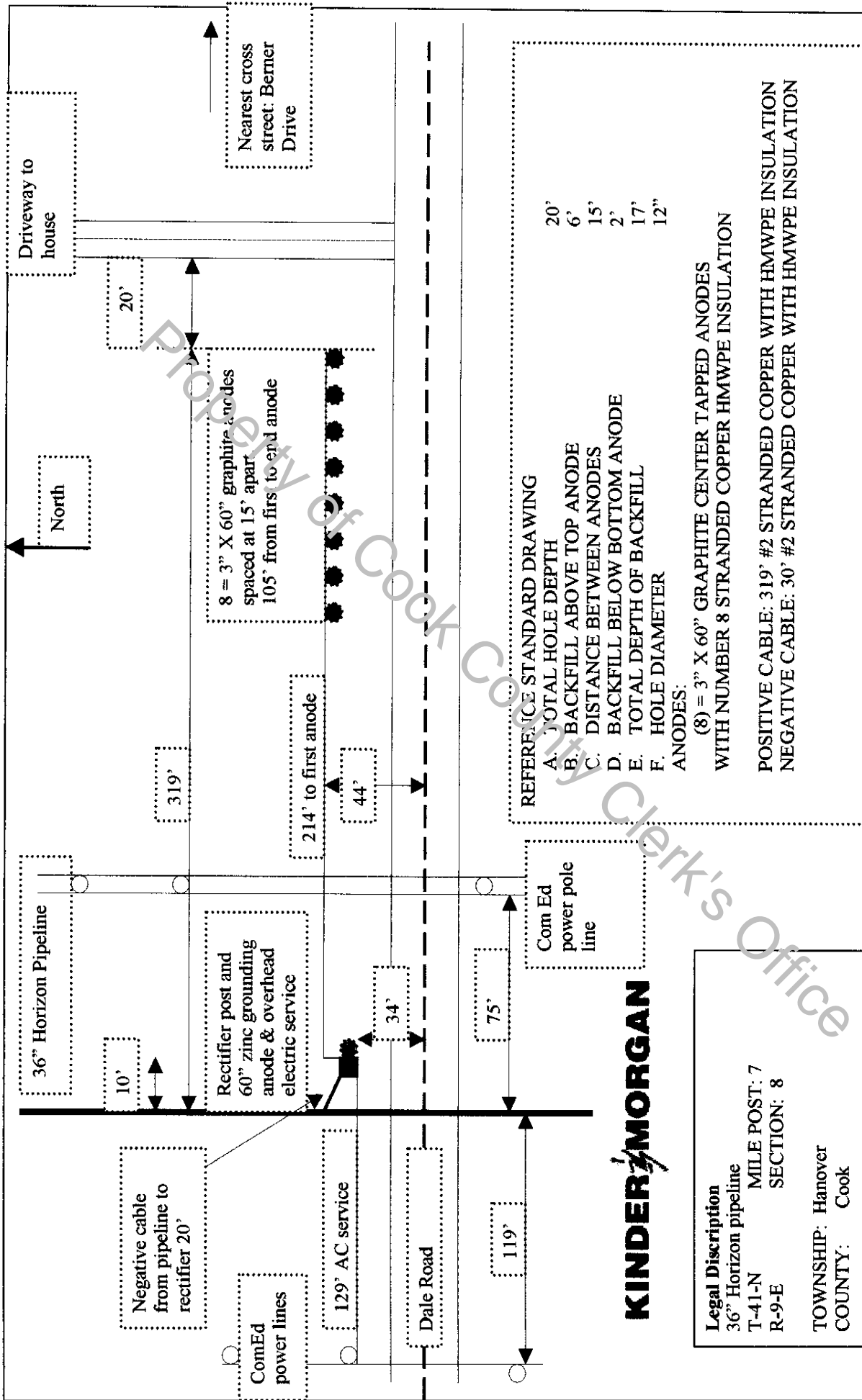
Carl D. Jackson, Sr.  
Notary Public

My Commission Expires: APRIL 4, 2005



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Exhibit "A"



**REFERENCE STANDARD DRAWING**

- A. TOTAL HOLE DEPTH 20'
- B. BACKFILL ABOVE TOP ANODE 6'
- C. DISTANCE BETWEEN ANODES 15'
- D. BACKFILL BELOW BOTTOM ANODE 2'
- E. TOTAL DEPTH OF BACKFILL 17'
- F. HOLE DIAMETER 12"

**ANODES:**  
 (8) = 3" X 60" GRAPHITE CENTER TAPPED ANODES WITH NUMBER 8 STRANDED COPPER HMWPE INSULATION

**POSITIVE CABLE:** 319' #2 STRANDED COPPER WITH HMWPE INSULATION  
**NEGATIVE CABLE:** 30' #2 STRANDED COPPER WITH HMWPE INSULATION

**KINDERMORGAN**

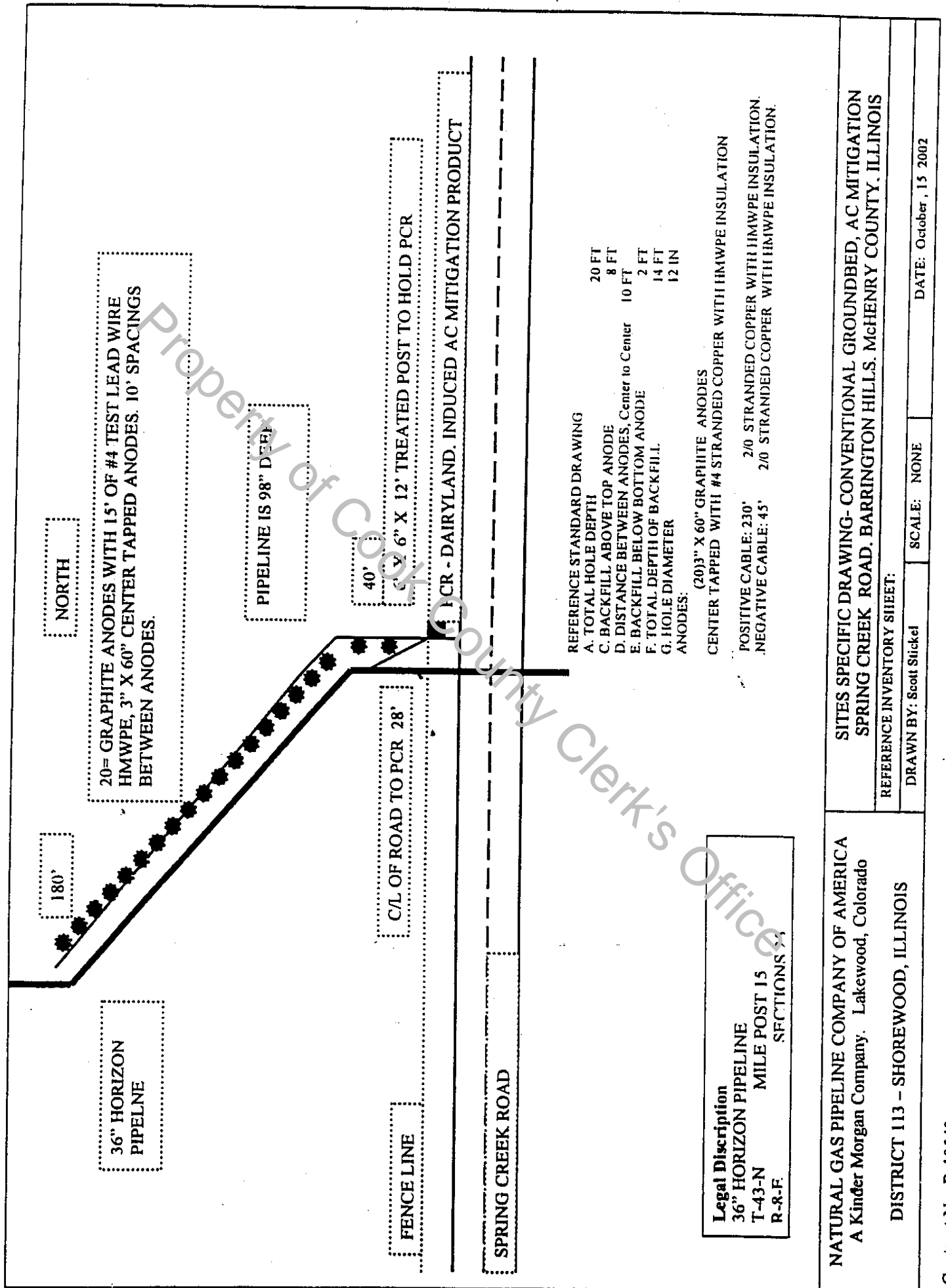
**Legal Description**  
 36" Horizon pipeline  
 T-41-N MILE POST: 7  
 R-9-E SECTION: 8

**TOWNSHIP:** Hanover  
**COUNTY:** Cook

SITES SPECIFIC DRAWING- DALE ROAD, CONVENTIONAL GROUNDBED UNINCORPORATED ELGIN, ILLINOIS	REFERENCE INVENTORY SHEET: DRAWN BY: Scott Stichel      SCALE: NONE      DATE: AUGUST 2003
NATURAL GAS PIPELINE COMPANY OF AMERICA A Kinder Morgan Company. Lakewood, Colorado	DISTRICT 113 - SHOREWOOD, ILLINOIS

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Exhibit "A"



REFERENCE STANDARD DRAWING

- A. TOTAL HOLE DEPTH 20 FT
- B. BACKFILL ABOVE TOP ANODE 8 FT
- C. DISTANCE BETWEEN ANODES, Center to Center 10 FT
- D. BACKFILL BELOW BOTTOM ANODE 2 FT
- E. TOTAL DEPTH OF BACKFILL 14 FT
- F. HOLE DIAMETER 12 IN

(20) 3" X 60" GRAPHITE ANODES  
CENTER TAPPED WITH #4 STRANDED COPPER WITH HMWPE INSULATION

POSITIVE CABLE: 230' 2/0 STRANDED COPPER WITH HMWPE INSULATION.  
NEGATIVE CABLE: 45' 2/0 STRANDED COPPER WITH HMWPE INSULATION.

**Legal Description**

**36" HORIZON PIPELINE  
T-43-N  
R-8-F  
SECTION 54**

NATURAL GAS PIPELINE COMPANY OF AMERICA  
A Kinder Morgan Company. Lakewood, Colorado

DISTRICT 113 - SHOREWOOD, ILLINOIS

SITES SPECIFIC DRAWING- CONVENTIONAL GROUNDBED, AC MITIGATION  
SPRING CREEK ROAD, BARRINGTON HILLS, McHENRY COUNTY, ILLINOIS

REFERENCE INVENTORY SHEET:

DRAWN BY: Scott Stickel

SCALE: NONE

DATE: October, 15 2002