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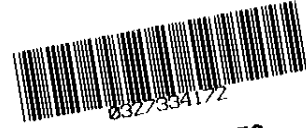
LL-022-01E 2/97

Line No. _____

R/W No. HHZN-07A

County Cook

State of Illinois



Doc#: 0327334172
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 09/30/2003 04:07 PM Pg: 1 of 3

Cathodic Protection Agreement

The undersigned (herein referred to in the singular as GRANTOR, whether one or more), the owner of the real estate herein described, for valuable consideration received, does hereby grant, convey and warrant to HORIZON PIPELINE COMPANY L.L.C., 747 East 22nd Street, Lombard, IL 60148, (herein referred to as GRANTEE), its successors and assigns, the rights, privileges and easements to construct, reconstruct, renew, operate, maintain, inspect, alter, repair, remove, and abandon in place a cathodic protection system to protect a pipeline or pipelines for the transportation of gas, said cathodic protection system to consist of a ground bed of metal buried at a minimum depth of Thirty (30) inches with the necessary appurtenances, over, under, and though the following real estate in Cook County, State of Illinois, to wit:

A strip of land 12 feet in equal width more particularly described as the South 12 feet of the West 300 feet of a parcel of land that is situated in the West 1/2 of Section 8, Township 41 North, Range 9 East of the Third Principal Meridian, and that is more particularly described as, Lot 8 in Benior Estates, being a Subdivision of part of the West half of Section 8, Township 41 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded February 7, 1958 as Document No. 17129065 in Cook County, Illinois.

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Part of PIN 06-08-300-009

(hereinafter referred to as "said land")

TO HAVE AND TO HOLD the same unto said GRANTEE, its successors and assigns until said agreement be exercised and so long as any structure installed hereunder is used thereon.

And in consideration thereof the parties agree:

- GRANTEE shall pay the then owners or tenants or lessee of said land reasonable damages to growing crops, fences, or improvements occasioned in construction, repairing, or removing said cathodic protection system; and further, covenants to bury ground bed and cable conduits so no facilities are located on the surface of said land.
- GRANTEE shall have the right of ingress and egress over said land and adjacent lands of Grantor for the purpose herein contemplated over the ways customarily used or convenient to the GRANTOR. GRANTEE shall have the temporary use of an additional 15 foot wide strip, adjacent to said land, during initial construction of the cathodic protection system only.
- GRANTEE shall have the right, from time to time, to cut all trees, undergrowth, and other obstructions, that in its judgment, may injure, endanger or interfere with the full enjoyment of rights granted hereby.
- If any part, term or provision of this 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 land lies, 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 held to be invalid.

RECORDING FEE 28-
DATE 9/30/03 COMES BY Philip Telleen, Attorney, 747 East 22nd Street, Lombard, Illinois 60148.
OK BY N. Melde

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5. This agreement together with exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

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 hereby acknowledges that the person securing this Cathodic Protection Agreement is without authority from GRANTEE to make any agreement in respect of the subject matter hereof not herein expressed.

GRANTOR represents that the above-described land is / is not rented for the period beginning to N/A N/A to N/A on a cash / crop basis, Tenant's Name

Executed this 2nd day of September, 2003

Social Security/Tax I.D. No.

Douglas J. Paulus
Douglas J. Paulus, as Trustee under the provisions of a Trust Agreement dated November 16, 1999 and known as the Douglas J. Paulus and Joanne S. Paulus Trust No. 1

Joanne S. Paulus
Joanne S. Paulus, as Trustee under the provisions of a Trust Agreement dated November 16, 1999 and known as the Douglas J. Paulus and Joanne S. Paulus Trust No. 1

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 Cathodic Protection Agreement consents to and joins in such agreement, to the extent of his interest in the real estate described therein.

Dated this 28th day of August, 2003

Social Security/Tax I.D. No.

N/A
333 34 2917

After Recording Return to:

Horizon Pipeline Company, L.L.C.
Land Department
P. O. Box 2427
Joliet, IL 60434



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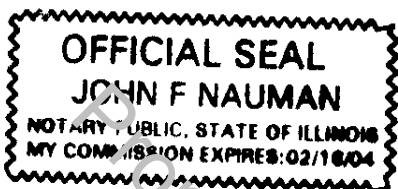
Individual/Joint

State of Illinois

County of Cook

This instrument was acknowledged before me on this 2nd day of September, 2003
by Douglas J. Paulus, Trustee

(SEAL)



John F. Nauman
Notary Public (signature)
My Commission Expires: 02/16/04

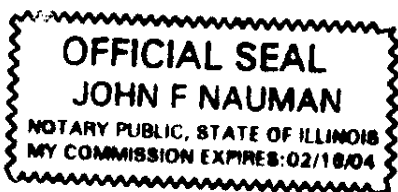
Individual/Joint

State of Illinois

County of Cook

This instrument was acknowledged before me on this 2nd day of September, 2003
by Joanne S. Paulus, Trustee

(SEAL)



John F. Nauman
Notary Public (signature)
My Commission Expires: 02/16/04

Individual/Joint

State of Illinois

County of _____

This instrument was acknowledged before me on this _____ day of _____,
by _____

(SEAL)

Notary Public (signature)
My Commission Expires: _____