

UNOFFICIAL COPY

CLAIM FOR MECHANICS LIEN-UPDATED

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)
COUNTY OF DU PAGE)
COUNTY OF MC HENRY)



Doc#: 0412632133
Eugene "Gene" Moore Fee: \$158.00
Cook County Recorder of Deeds
Date: 05/05/2004 04:42 PM Pg: 1 of 68

This Claim For Mechanics Lien-Updated is an amendment to the Claim for Mechanics Lien recorded with the Cook County Recorder as document number 0020987605, with the DuPage County Recorder as document number R2002-236145 and with the McHenry County Recorder as document number 2002R0079786, subject to limited releases recorded with the McHenry County Recorder as documents number 2003R0001129 and 2003R0022581.

The lien claimant, U.S. Pipeline, Inc. ("Lien Claimant"), a Texas Corporation, with a principal place of business at 11767 Katy Freeway, Suite 100, Houston, Texas 77079, hereby files a Claim for Mechanics Lien against Horizon Pipeline Company, LLC, ("Owner"), a Delaware limited liability company, who, on information and belief, owns easements, rights of way, leases or other private interests in real property ("Easement") and a 36 inch natural gas pipeline and appurtenant equipment and facilities ("Pipeline") in the Counties of DuPage, Cook, Kane and McHenry, as described in Exhibits A ("Property List and Lien Apportionment"), B ("Drawings") and C ("Easement") hereto which is an easement document recorded with the Cook County Recorder of Deeds as document number 0010617564.

On information and belief, on or before September 21, 2001, through and after May 12, 2002, Owner was the grantee of the Easement and owner of the Pipeline, depicted in Exhibits B and C and the drawings ("Drawings") attached to the Agreement (defined below). Lien Claimant will make full size copies of the Drawings available for review upon request. On or about September 21, 2001, Owner made a written contract, known as Agreement No. 01C-D12-008-AES ("Agreement"), with Lien Claimant to improve the Easement, furnish labor, materials, fixtures, apparatus and machinery, fill, excavation, equipment and services ("Work") for the construction of a pipeline ("Pipeline") along the Easement. Lien Claimant was Owner's contractor for the construction of the Pipeline. Lien Claimant was directed to provide and did provide additional labor, materials, service and other Work and are beyond the original terms of the Agreement. On May 12, 2002, Lien Claimant completed Work and Extra Work to the value of **\$38,903,569.98**.

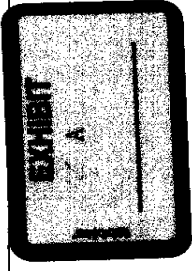
Owner is entitled to credits on account payments made totaling **\$25,574,661.98**, leaving due, unpaid, and owing to the claimant, after allowing all credits, the sum of **\$13,328,908.00** for which, with interest, attorneys fees and costs the claimant claims a lien against Owner and all interests in the Easements and Pipeline and on the money or other consideration due or to become due from the Owner under the Agreement. Lien Claimant asserts a blanket lien for the lien amount and, in the

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U.S. Pipeline Claim for Lien - Updated
 Horizon Pipeline Company, LLC
 Contract 01C-D12-008-AES

County	Section	Township	Range	Underlying Property Owner	Drawing Number	Starting Station Mark (approx)	Ending Station Mark	Length of Pipe (rods)	Additional Unit Priced Items Pro- not in Bid/contract	Additional Labor & Equipment due to Late Start, Additional Holidays	Countries and non-encumbrance work with other complete work due to late access	Additional Labor & Equipment for Writers Working clearance & activities due to late Contract Commitment	Additional Cost of Labor Working by April 1, 2002 as requested by	Change Orders Property Specific	Standing time Labor & Equipment due to FERC Shutdown	Total Per Property
Du Page	9	40N	9E	Faith World	HPC-RM-G1	0+00	5+82.8	37.4	\$9,900	\$150,035	\$17,651	\$1,372	\$56,919	\$201,368		\$425,955
Du Page	9	40N	9E	Chicago Central & Pacific RR	HPC-RM-G1	5+82.8	6+55.8	4.4	\$1,165	\$2,041,917	\$67	\$6,686				\$26,379
Du Page	9 & 4	40N	9E	Forest Preserve of DuPage	HPC-RM-G1	6+55.8	91+00	509.0	\$134,738	\$2,041,917	\$10,345	\$74,642	\$344,000			\$3,395,642
Du Page	4	40N	9E	Forest Preserve of DuPage	HPC-RM-G2	91+00	114+64.3	143.3	\$37,933	\$574,866	\$28,250	\$218,067	\$172,000			\$1,031,136
Du Page	5	40N	9E	Lawrence Haasis et al	HPC-RM-G2	114+64.3	116+09.8	8.8	\$2,329	\$5,532	\$1,735	\$13,383				\$52,759
Du Page	5	40N	9E	Forest Preserve of DuPage	HPC-RM-G2	116+09.8	146+00	181.2	\$47,996	\$7,593	\$35,722	\$275,767	\$172,000			\$1,298,361
Du Page	5	40N	9E	Forest Preserve of DuPage	HPC-RM-G3	146+00	154+72.7	32.3	\$8,550	\$130,575	\$6,368	\$48,157	\$172,000			\$365,650
Du Page	5	40N	9E	Elgin Joliet Eastern RR	HPC-RM-G3	154+72.7	155+82.7	6.7	\$1,774	\$26,878	\$1,322	\$10,196	\$5,534,324			\$40,170
Du Page	5	40N	9E	Commonwealth Edison Co.	HPC-RM-G3	155+82.7	na	na	\$1,774	\$26,878	\$1,322	\$10,196	\$5,534,324			\$40,170
Du Page	5	40N	9E	Commonwealth Edison Co.	HPC-RM-G3	na	168+00	328.7	\$23,676	\$23,676	\$17,632					\$109,337
Cook	32	41N	9E	Commonwealth Edison Co.	HPC-RM-G4	168+00	na	na	\$24,201	\$69,540	\$18,024					\$111,765
Cook	29	41N	9E	Commonwealth Edison Co.	HPC-RM-G4	na	225+41.8	336.0	\$72	\$2,090	\$542					\$3,359
Cook	29	41N	9E	Elgin Joliet Eastern RR	HPC-RM-G4	225+41.8	227+08.2	10.1	\$622	\$2,401	\$622					\$3,859
Cook	29	41N	9E	Commonwealth Edison Co.	HPC-RM-G5	229+00	na	na	\$27,151	\$79,164	\$20,518					\$299,233
Cook	29	41N	9E	Commonwealth Edison Co.	HPC-RM-G5	na	273+67.9	382.5	\$12	\$1,759	\$456					\$670,662
Cook	20	41N	9E	U.S. Highway 20	HPC-RM-G5	273+67.9	275+07.9	8.5	\$6,511	\$18,710	\$4,849					\$30,070
Cook	20	41N	9E	Commonwealth Edison Co.	HPC-RM-G6	275+07.9	290+00	90.4	\$26,629	\$76,515	\$19,832					\$408,559
Cook	20	41N	9E	Commonwealth Edison Co.	HPC-RM-G6	290+00	351+00	369.7	\$26,629	\$76,515	\$19,832					\$122,976
Cook	17	41N	9E	Commonwealth Edison Co.	HPC-RM-G7	351+00	412+00	369.7	\$26,629	\$76,515	\$19,832					\$294,976
Cook	8	41N	9E	Commonwealth Edison Co.	HPC-RM-G8	412	446+74.6	210.5	\$15,192	\$43,566	\$11,292					\$70,020
Cook	5	41N	9E	Commonwealth Edison Co.	HPC-RM-G8	446+74.6	448+70.9	18.6	\$1,340	\$3,850	\$988					\$6,188
Cook	5	41N	9E	Harris Bank Palatine	HPC-RM-G8	448+70.9	449+53.4	5.0	\$360	\$1,035	\$268					\$1,663
Cook	5	41N	9E	Northern Illinois Gas	HPC-RM-G8	449+53.4	452+02.6	15.1	\$1,088	\$3,125	\$810					\$5,023
Cook	5	41N	9E	I-90 Northwest Tollway	HPC-RM-G8	452+02.6	452+02.6	0.0	\$980	\$2,815	\$730					\$4,525
Cook	5	41N	9E	Raymond E. Ploie	HPC-RM-G8	452+02.6	454+28.0	13.6	\$9,047	\$25,995	\$6,737					\$41,779
Cook	31	42N	9E	Raymond E. Ploie	HPC-RM-G8	454+28.0	475+00	122.5	\$18,698	\$53,728	\$13,926					\$86,352
Cook	31	42N	9E	Commonwealth Edison Co.	HPC-RM-G9	475+00	517+82.7	259.6	\$1,210	\$3,477	\$901					\$5,588
Cook	30	42N	9E	Commonwealth Edison Co.	HPC-RM-G9	475+00	520+60.6	16.8	\$6,281	\$18,047	\$4,678					\$29,006
Cook	30	42N	9E	Illinois State Highway 72	HPC-RM-G9	517+82.7	520+60.6	22.9	\$20,672	\$59,399	\$15,395					\$95,466
Cook	30	42N	9E	Commonwealth Edison Co.	HPC-RM-G10	520+60.6	520+60.6	0.0	\$3,090	\$8,879	\$2,301					\$14,270
Cook	42N	9E	Commonwealth Edison Co.	HPC-RM-G10	520+60.6	520+60.6	520+60.6	87.2	\$2,867	\$8,237	\$2,135					\$185,239
Cook	19	42N	9E	Commonwealth Edison Co.	HPC-RM-G11	520+60.6	598+96.7	18.0	\$1,297	\$3,725	\$966					\$5,988
Cook	19	42N	9E	Illinois State Highway 68	HPC-RM-G11	598+96.7	600+09.4	6.8	\$490	\$1,407	\$365					\$2,262
Cook	19	42N	9E	Commonwealth Edison Co.	HPC-RM-G11	600+09.4	656+100	338.8	\$24,404	\$70,121	\$18,169					\$112,694
Cook	18	42N	9E	Commonwealth Edison Co.	HPC-RM-G12	656+100	666+33.0	319.4	\$66	\$66	\$66					\$66
Cook	42N	9E	Commonwealth Edison Co.	HPC-RM-G12	666+33.0	688+37.3	708+70.0	319.4	\$1,128,465	\$1,128,465	\$1,128,465					\$2,720,859
Kane	12	42N	9E	Commonwealth Edison Co.	HPC-RM-G12	688+37.3	708+70.0	319.4	\$0	\$0	\$0					\$0



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 Horizon Pipeline Company, LLC
 Contract 01C-D12-008-AES

County	Section	Township	Underlying Property Owner	Drawing Number	Starting Station Mark	Ending Station Mark	Length of Pipe	Additional Unit Priced Items Pro-Rate By Length	Additional Labor & Equipment due to Late Start, Additional Holidays not in Bid/contract	Additional Labor & Equipment to complete Work due to late access and non-concurrent work with other Counties	Additional Labor & Equipment for Winter Working clearance & activities due to late Contract Commencement	Additional Cost of Labor Working Longer Hours to Complete Project By April 1, 2002 as requested by Owner	Change Orders Property Specific	Standing time Labor & Equipment due to PERC Shutdown	Total Per Property
McHenry	1	42N 08E	Commonwealth Edison Co.	HPC-RM-G13	717+00	717+00	43.4								\$0
McHenry	26	43N 08E	Commonwealth Edison Co.	HPC-RM-G14	774+48.7	778+00	369.7	\$20,591	\$59,167	\$15,335	\$18,384	\$213,477			\$213,477
McHenry	25	43N 08E	Commonwealth Edison Co.	HPC-RM-G15	838+04.9	838+00	363.6	\$20,252	\$58,191	\$15,082	\$16,431	\$209,956			\$209,956
McHenry	30	43N 09E	Commonwealth Edison Co.	HPC-RM-G16	839+approx	907+00	418.2	\$23,283	\$69,928	\$17,347	\$33,915	\$241,484			\$241,484
McHenry	18	Commonwealth Edison Co.	HPC-RM-G17	968+00	968+00	389.7	\$20,591	\$59,167	\$15,335	\$18,384	\$213,477			\$213,477	
McHenry	7	Commonwealth Edison Co.	HPC-RM-G18	1026+00	1026+00	348.0	\$19,138	\$55,854	\$14,477	\$11,756	\$201,525			\$201,525	
McHenry	6	Commonwealth Edison Co.	HPC-RM-G19	1100+00	1100+00	448.5	\$24,900	\$71,778	\$18,504	\$143,617	\$259,978			\$259,978	
McHenry	31	44N 08E	Commonwealth Edison Co.	HPC-RM-G20	1120+66 app	1157+00	345.5	\$19,243	\$55,294	\$14,331	\$110,635	\$172,000			\$371,503
McHenry	30	Commonwealth Edison Co.	HPC-RM-G21	1215+00	1215+00	351.5	\$19,578	\$56,254	\$14,580	\$112,556	\$202,988			\$202,988	
McHenry	19	Commonwealth Edison Co.	HPC-RM-G22	1226+15 app	1264+57.7	389.7	\$20,591	\$59,167	\$15,335	\$18,384	\$213,477	\$963,035			\$1,348,512
McHenry	24	44N 08E	Jack E. Pease	HPC-RM-G23	1276+00	1276+00	69.0	\$3,843	\$11,043	\$2,862	\$22,095	\$39,943			\$39,943
McHenry	24	44N 08E	Tamarack Partnership	HPC-RM-G22	1278+79.2	1280+31	20.0	\$1,114	\$3,201	\$830	\$6,404	\$11,548			\$40,305
McHenry	24	44N 08E	Dennis A. & Barbara M. Peterson	HPC-RM-G22	1280+31	1291+91.5	9.7	\$3,888	\$11,171	\$2,895	\$22,351	\$5,600			\$5,600
McHenry	24	44N 08E	McHenry County Conservation District	HPC-RM-G22	1291+91.5	1327+00	212.6	\$11,841	\$34,025	\$8,819	\$68,078	\$122,763			\$122,763
McHenry	13	NDU Trust Company of Illinois Trust	HPC-RM-G23	1329+23.2	1330+04.2	17.2	\$968	\$2,753	\$713	\$5,508	\$9,932			\$9,932	
McHenry	14	44N 08E	David L. Masters	HPC-RM-G23	1340+04.2	1340+04.2	67.3	\$3,748	\$10,771	\$2,792	\$21,951	\$38,862			\$38,862
McHenry	14	44N 08E	Helen M. Schmidt Trust	HPC-RM-G23	1353+99.1	1353+99.1	39.8	\$4,517	\$12,979	\$3,364	\$25,970	\$46,830			\$46,830
McHenry	14	44N 08E	Unknown	HPC-RM-G23	1368+03.4	1368+03.4	45.9	\$2,557	\$7,346	\$1,904	\$14,698	\$26,505			\$26,505
McHenry	14	44N 08E	Northern Trust Co. of Illinois Trust	HPC-RM-G23	1368+03.4	1383+00	127.1	\$7,078	\$20,341	\$5,272	\$40,700	\$73,391			\$73,391
McHenry	11	Northern Trust Co. of Illinois Trust	HPC-RM-G27	1396+02.1	1422+98.6	242.3	\$13,495	\$38,776	\$10,052	\$77,590	\$2,533,322	\$1,479,035	\$139,913	\$4,012,357	
															\$9,196,111
															\$4,132,797
															\$13,328,908

UNOFFICIAL COPY**APPENDIX 1**

Property Identification Numbers:

DuPage County:

01-05-303-001
 01-05-300-004
 01-05-100-003
 01-05-100-004

Kane County:

03-12-276-002
 03-01-400-008
 03-01-200-011

Cook County:

06-32-300-002	06-17-300-012	01-31-300-008	01-19-100-003
06-32-102-001	06-17-300-010	01-31-300-009	01-19-100-004
06-32-100-006	06-17-300-008	01-31-100-003	01-18-100-004
06-29-300-016	06-17-300-006	01-30-300-003	01-18-302-002
06-29-100-011	06-17-100-003	01-30-100-008	01-07-300-008
06-20-301-015	06-08-301-002	01-30-100-012	01-07-300-009
06-20-301-016	06-08-100-004	01-30-100-013	01-07-101-013
06-20-300-012	06-05-100-012		
06-20-102-020	06-05-100-016		
	06-05-100-017		

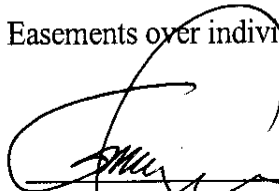
McHenry County:

19-36-200-005	20-19-351-002	20-19-157-029	20-19-177-031
19-36-200-006	20-19-376-003	20-19-180-055	20-19-177-011
19-25-400-003	20-19-327-001	20-19-177-004	20-19-151-012
20-30-300-002	20-19-157-001	20-19-177-009	20-19-155-005
20-30-300-003	20-19-157-002	20-19-177-010	20-19-154-001
20-30-300-004	20-30-100-003	20-19-177-030	20-19-154-002
			20-19-154-003
			20-19-154-004

20-19-104-018	20-19-102-010	20-06-300-001
20-19-104-010	20-19-102-008	20-06-100-008
20-19-103-009	20-18-351-002	15-31-300-001
20-19-103-010	20-18-301-002	15-30-300-001
20-19-103-011	20-18-154-014	15-30-153-001
20-19-102-009	20-07-100-004	15-30-101-001
20-19-101-003	20-07-301-002	15-19-301-006
20-19-104-009	20-07-100-004	15-19-101-001

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alternative, apportions the lien to the portions of the Easements over individual real estate parcels as shown on Exhibit A.

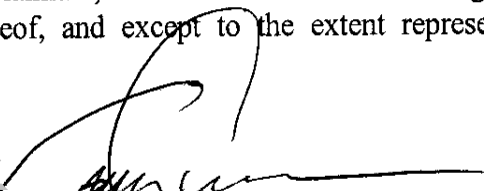


 U. S. Pipeline, Inc.
 By: Greg Curran, President

AFFIDAVIT

STATE OF TEXAS)
) ss.
 COUNTY OF HARRIS)

This affiant, Greg Curran, being first duly sworn on oath, deposes and states, that he is President of U.S. Pipeline, Inc., the Lien Claimant, has read the above and foregoing Claim for Lien, has knowledge of the contents thereof, and except to the extent represented to be on information and belief, that the same is true.



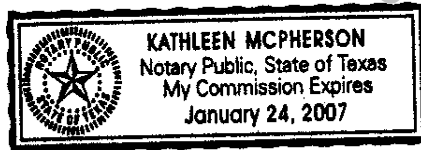
 Affiant

Subscribed and sworn to before me this 3 day of May 2004.



 Notary Public

Charles B. Lewis
 Jeffrey L. Hamera
 JENKENS & GILCHRIST
 225 West Washington Street
 Suite 2600
 Chicago, Illinois 60606
 (312) 425-8559



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Cook County Recorder 93.00

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DATE 7/2 COPIES 6
OK BY [Signature]

GAS PIPELINE EASEMENT
AND
MEMORANDUM OF AGREEMENT

THIS NON-EXCLUSIVE GAS PIPELINE EASEMENT AND MEMORANDUM OF AGREEMENT (this "Easement Agreement") is made, entered and granted on this 12th day of June 2001, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Grantor"), and Northern Illinois Gas Company, an Illinois Corporation d/b/a Nicor Gas Company ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of the land located in The Counties of DuPage, Cook, Kane and McHenry, in the State of Illinois, legally described in Exhibit A, attached hereto and made a part hereof (collectively, "Grantor's Property"); and

WHEREAS, Grantee has requested that Grantor grant to Grantee a non-exclusive easement to construct, maintain, repair, replace, inspect and operate a natural gas pipeline and related facilities (Grantee's Facilities) on Grantor's Property; and

WHEREAS, Grantor utilizes Grantor's Property for Grantor's own business operations, which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor's electrical and communications transmission and distribution systems, equipment and facilities, whether now existing or hereafter installed, in, at, over, under, and on Grantor's Property (collectively, "Grantor's Operations"); and

DATE _____ COPIES _____
OK BY _____

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WHEREAS, pursuant to the terms and conditions of that certain Pipeline Construction and Easement Agreement by and between Grantor and Grantee executed contemporaneously with this Agreement (as the same may be updated, modified, amended and restated by the parties from time to time, the "Pipeline Agreement"), granting Grantee the right to construct a natural gas pipeline on a portion of Grantor's Property and, Grantor hereby agrees to grant, and Grantee agrees to accept, the easement described herein for the purpose of constructing, installing, maintaining, operating, inspecting, replacing, repairing and removing a natural gas pipeline and related facilities (Grantee's Facilities) on Grantor's Property, subject to the terms and conditions of this instrument;

NOW, THEREFORE, in consideration of the payments, covenants, terms and conditions agreed to by Grantee under the Pipeline Agreement and this Easement Agreement, Grantor hereby grants unto Grantee, without warranty of title, an undivided 50% interest (as tenant in common with respect to the easement interest created hereby) in a non-exclusive easement (the "Easement") for the purpose of constructing, operating, maintaining, inspecting, repairing, replacing and removing one gas pipeline with a maximum diameter of 36 inches; over a portion of Grantor's Property as depicted in Exhibit B hereto, ("Grantee's Facilities"), and for no other purpose or use whatsoever, in, under, upon, along and across that portion of Grantor's Property as depicted in Exhibit B attached hereto and made a part hereof (the "Easement Premises"); provided, however, that in no event shall the term "Easement Premises" include any portion of any land depicted in Exhibit B wherein Grantor's rights are based not upon ownership of the land but upon easements, licenses, permits or other rights granted to Grantor by third parties.

In consideration of the foregoing grant of Easement, Grantee agrees to perform and observe the covenants, terms and conditions contained herein, as follows:

1. Grantee's Use. The following general conditions shall apply to Grantee's use of the Easement Premises:
 - a) In connection with the grant of Easement described herein, Grantor hereby grants permission to Grantee for such non-exclusive ingress and egress by Grantee to and over a strip of land thirty-three (33) feet in width and located sixteen and one-half (16 1/2) feet on either side of the center line of Grantee's Facilities as depicted in Exhibit B hereto ("Access Area") as may be reasonably required by Grantee for the construction, installation, maintenance, operation, inspection, repair, replacement and removal of Grantee's Facilities, which ingress and egress by Grantee shall be subject and subordinate in all respects to Grantor's Operations and existing rights of third parties in Grantor's Property and limited to such access routes over the Access Area as Grantor may designate from time to time.
 - b) Grantee shall procure and maintain at its own expense, at the times and in the manner prescribed by applicable law, in connection with the construction, placement, replacement, repair, use or operation or any other activity involving Grantor's Property, all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over Grantor's Property or Grantee's operations thereon. Grantor may from time to time request evidence that all such approvals have been obtained by Grantee and are in full force and effect and Grantee shall provide such evidence to Grantor within thirty (30) days after receipt of said request. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor's Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor's prior written consent, which consent may be granted or withheld by Grantor in its sole discretion.

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jurisdiction of the United States and the State of Illinois and shall ensure that Grantee's Facilities do not violate any safety requirement, including without limitation any requirements of the U.S. Environmental Protection Agency or the Illinois Environmental Protection Agency or clearance requirement, imposed on Grantor by any applicable state or federal regulations or the National Electrical Safety Code or by any state or federal governmental agency having jurisdiction over Grantor, Grantee or their respective operations.

2. Term. Subject to the terms and conditions of this Easement Agreement regarding termination, the term of this Easement shall be perpetual.

3. Rights Reserved to Grantor.

- a) Grantor hereby reserves the right at all times to use the surface and subsurface of Grantor's Property, including without limitation the Easement Premises, for Grantor's Operations in such manner as Grantor deems necessary or appropriate, provided that any change in Grantor's Operations that interferes or conflicts with Grantee's use of the Easement Premises hereunder shall be governed by the provisions of Section 4 hereof. Grantor's use of Grantor's Property, including the Easement Premises and Access Area, at all times shall be subject to the right to gain access to any of Grantor's equipment and facilities thereon shall be paramount to the rights granted to Grantee hereunder and Grantee shall make such access available to Grantor at all times.
- b) Grantor reserves the right to grant additional access, utility and other leases, licenses, easements and rights hereunder to third parties through, under, over and across or along all or any portion of Grantor's Property, including without limitation the Easement Premises, provided that such rights granted to third parties do not unreasonably interfere with Grantee's use of the Easement Premises hereunder.

4. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:

- a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Temporary Construction Easement or the presence of Grantee's Facilities on the Easement Premises. Such notice shall contain: (a) identification of the new location; and (b) Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within thirty (30) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in Grantee's Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of Grantee's Facilities to another location on Grantor's Property designated by Grantor, and Grantor shall provide a mutually agreeable alternate location without additional charge to Grantee for any such new location, or (ii) Grantee shall pay Grantor for all additional costs to be incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. The scope of the costs described in the preceding clause (ii) shall be determined by Grantor as shown by reasonable documentation by Grantor and shall include all direct expenses plus an allowance for Grantor's administrative cost. In the event Grantee fails to notify Grantor in writing of such election within such thirty (30) day period, Grantee shall be conclusively deemed to have elected to pay Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to pay Grantor for the additional costs to be incurred by Grantor,

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- c) In the event any aspect of Grantee's construction, placement, maintenance, repair, use or operation of Grantee's Facilities on Grantor's Property at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority, Grantee shall immediately discontinue such operations and at its own expense take all required corrective action, including without limitation removal of all or any portion of Grantee's Facilities from Grantor's Property if required by any governmental authority, within the lesser of (i) thirty (30) days from Grantee's receipt of notice of such required corrective action or (ii) the period of time required by law for the correction of such violation; provided, however, Grantee may, in good faith and in the manner permitted by applicable law, diligently contest such violation in accordance with all applicable laws, statutes, rules, regulations, orders or requirements of the applicable governmental authority, during which period of contest Grantee shall not be required to take immediate corrective action if such delay is permitted by applicable law.
- d) Grantee's use of Grantor's Property shall be conducted in a manner that does not conflict or interfere with Grantor's Operations, including without limitation Grantor's fiber optic cable known as its Telecommunications Backbone Optical network (TBON™).
- e) This Easement and the rights granted hereunder are subject and subordinate in all respects to Grantor's Operations and to all matters and conditions of record affecting Grantor's Property in accordance with their terms.
- f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the rights of Grantor's existing lessees, licensees and grantees of record and all other encumbrances of record, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights, and the specific current existing rights of third parties in Grantor's Property (whether recorded or unrecorded) previously granted by Grantor, in accordance with the terms of such grants by Grantor. If requested by Grantee, Grantor shall provide Grantee with copies of any unrecorded instruments that grant rights of use in Grantor's Property to such specified third parties. If required by the terms of the rights granted to such prior grantees or by applicable law, Grantee shall secure the engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same. In addition, the rights of Grantee under this Easement are subordinate at all times to the lien of any mortgage or mortgages or trust deeds and supplemental indentures granted by Grantor that are now or hereafter in force against the Easement Premises or Grantor's property and to all advances made or hereafter to be made upon the security thereof and Grantee shall execute such further instruments subordinating this Easement to the lien of any such mortgage or mortgages or trust deed or supplemental indentures thereto as shall be requested by Grantor (provided Grantee shall have no obligation to execute such instrument unless it contains a non disturbance covenant preserving Grantee's rights of use and occupancy) so long as Grantee is not in default hereunder.
- g) Under no circumstances shall Grantee undertake any blasting on Grantor's Property. Grantee and its employees, agents and contractors shall at all times strictly observe all OSHA clearance standards, including without limitation OSHA Standards 1910.180(j) and 1910.181(J)(5)(I) Regarding Equipment Clearance from Overhead Facilities, in connection with the performance of any Work and Grantee's use and occupancy of Grantor's Property hereunder. Grantee shall not cause the existing ground grade on Grantor's Property to be permanently increased or decreased by more than six (6) inches in connection with the installation of Grantee's Facilities or any other activities of Grantee thereon.
- h) Grantee shall comply at all times with all safety, construction and operational regulations applicable to placement, construction, use or operation of gas pipelines subject to the

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Grantee shall make such payment to Grantor in advance within thirty (30) days after Grantor's demand therefor.

- b) In the event Grantee elects to make the changes to Grantee's Facilities, including relocation, required to avoid conflict with the proposed change in Grantor's Operations, Grantor agrees to permit such access by Grantee to Grantor's Property as may reasonably be required by Grantee to effect any required relocation of Grantee's Facilities and Grantee shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than one hundred twenty (120) days following the receipt of actual relocation drawings from Grantor, or, if authorization by any governmental authority of competent jurisdiction is required for such changes in Grantee's Facilities, one hundred twenty (120) days after the receipt of such authorization. (If governmental authorization is required, Grantee hereby agrees to exercise best efforts to promptly obtain such authorization.) Grantee agrees that, as soon as practicable after the termination of this Agreement pursuant to Section 9 hereof (but in no event later than one hundred twenty (120) days after said termination), Grantee shall, at its cost commence the removal of all of Grantee's Facilities from Grantor's Property and restoration and repair of Grantor's Property to the condition existing prior to the installation of Grantee's Facilities. In the event Grantee fails to so remove Grantee's Facilities and restore and repair Grantor's Property within one hundred twenty (120) days after the commencement of removal operations, Grantor may elect to do so at Grantee's cost and expense, and, in such event, Grantor may dispose of Grantee's Facilities. Grantee shall pay all costs and expenses incurred by Grantor in removing Grantee's Facilities, including any storage costs, and any costs incurred by Grantor in restoring and repairing Grantor's Property. The formula described in Section 9.b shall be used to determine the amount due Grantor for such costs and expenses. Any facilities and equipment that Grantee fails to remove from Grantor's property within one hundred twenty (120) days after the commencement of removal operations shall be conclusively deemed to have been abandoned by Grantee and shall become the sole property of Grantor, without liability or obligation to account to Grantee therefor. Notwithstanding the foregoing, if authorization by any governmental agency is required for the removal of such facilities, the 120 day period for the removal and restoration shall not commence until such governmental approval is received. If any governmental authorization is required, Grantee hereby agrees to exercise best effort to promptly obtain such authorization.
5. Condition of Grantor's Property. Grantor has made no representations or warranties of any kind or nature whatsoever, whether written or oral, concerning the suitability of the Easement Premises for the placement of Grantee's Facilities thereon or Grantee's use of Grantor's Property, including the Easement Premises for the placement of Grantor's Facilities thereon or Grantee's use of Grantor's Property, including the Easement Premises, for the purposes contemplated herein. In accepting this Easement, Grantee has relied solely upon such independent investigations of the condition of Grantor's Property as Grantee has deemed necessary or appropriate in its discretion, and Grantee has not relied upon any statements, representations or agreements of Grantor, its employees, agents, contractors or representatives, regarding the conditions of Grantor's Property. The Easement and the other rights granted to Grantee hereunder and under the Pipeline Agreement are granted over Grantor's Property in its AS-IS CONDITION, WITH ALL FAULTS, and Grantor has not agreed to undertake any improvements or other work to make Grantor's Property, including without limitation the Easement Premises, suitable for Grantee's intended use.
6. Hold Harmless. Grantee agrees to indemnify, defend (with counsel acceptable to Grantor) and hold harmless Exelon Corporation, a Pennsylvania corporation, Grantor, and their respective employees, officers, directors, agents, subsidiaries, affiliates, legal representatives, successors and assigns (Grantor's Group), from and against any and all claims, actions, proceedings, judgments, damages (including, consequential damages which

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Grantor agrees shall be capped at ten million dollars (\$10,000,000.00)), liens, fines, costs, liabilities, injuries, losses, costs and expenses (including but not limited to attorneys' fees and costs and loss of electrical service which Grantor agrees shall be capped at ten million dollars (\$10,000,000.00)) arising from Grantee's negligent use and occupancy of the Easement Premises, Grantee's Facility, or any portion of Grantor's Property, or any work performed hereunder by Grantee, its employees, agents, contractors or subcontractors, or anyone claiming by through or under any of them, or any breach of this Agreement, except to the extent that any such claim, action, proceeding, judgment, damage, lien, fine, cost, liability, injury, loss, cost and expense is attributable to the gross negligence or willful misconduct of Grantor, its employees, agents or contractors. This indemnification shall include, but not be limited to claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by Grantee's employees, agents, contractors and subcontractors). The foregoing indemnity shall survive the termination of this Agreement. To the maximum extent permitted by applicable law, Grantee hereby waives any and all claims against Grantor's Group, which Grantee or any person or entity claiming by, through or under Grantee may now or at any time in the future have for injury or damage to persons, property or business sustained in or about the Easement Premises or any other portion of Grantor's Property, arising from any conditions existing on Grantor's Property not the result of Grantor's gross negligence or willful misconduct. Grantor shall not be liable to Grantee for any injury, loss or damage to person, property or business sustained by Grantee, its representatives, employees, agents, contractors or invitees in connection with this Easement or the rights granted to Grantee hereunder, unless such loss or damage results from Grantor's gross negligence or willful misconduct. In no event shall Grantor be liable for any such injury, loss or damage resulting from any acts or omission of any third party acting under Grantee's direction or control on the Easement Premises or any other portion of Grantor's Property.

7. Environmental Protection.

- i. Grantee shall conduct its operations on Grantor's Property, cause all work performed by or on behalf of Grantee hereunder to be performed, and otherwise use and occupy the Easement Premises in strict compliance with all applicable Environmental Laws. Grantee shall not cause or permit any underground storage tanks to exist on any Hazardous Materials (as defined below) to be released into Grantor's Property. Grantee shall defend (with counsel acceptable to Grantor), indemnify and hold harmless Exelon Corporation, a Pennsylvania corporation Grantor, and their respective employees, officers, directors, agents, subsidiaries, affiliates, legal representatives, successors and assigns (Grantor's Group), from and against any claims, actions, proceedings, judgments, damages (including consequential damages), liens, fines, costs, liabilities, injuries, losses, costs and expenses, including but not limited to attorneys' and consultants' fees and costs, whether asserted under Environmental Laws or at common law, arising out of or related to (i) any breach by Grantee of the environmental covenants set forth above or (ii) any violation of any Environmental Law; or the release or threatened release of any Hazardous Materials at, on or beneath Grantor's Property as a result of or in connection with any negligent act or omission of Grantee, its agents, employees, contractors or any entity in privity with or providing a benefit to Grantee, except to the extent caused by the gross negligence or willful misconduct of Grantor, its employees or agents. As used in this section, the term "Environmental Laws" shall mean all federal, state and local statutes, regulations or ordinances relating to this 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, all statutes, rules and regulations applicable to wetlands of any federal, state, county or local regulatory agency, 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

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including, without limitation, asbestos and polychlorinated biphenyls. The foregoing covenants and indemnification obligations shall survive any termination of this Grant of Easement.

- ii. Without limiting the generality of the foregoing, prior to commencing any work on Grantor's Property, Grantee at its sole cost shall (i) secure and provide Grantor with copies of any wetland permits required from any federal, state or local regulatory agencies and (ii) if applicable, identify the erosion control methods or any other method provided by the Federal Clean Water Act to prevent construction material or debris from filling any wetland area. If any construction material or debris should fill any wetland areas, Grantee at its sole cost shall cause the same to be removed and the area restored to its original condition to the extent required by applicable law or reasonably required by Grantor, unless the appropriate agency allows for filling or another method of disposal or handling. Grantee at its sole cost shall monitor, maintain, and restore any wetland areas affected by its use and occupancy on Grantor's Property for the time specified in any and all permits, licenses or other approvals obtained by Grantee hereunder.
 - iii. If, during the term of this Agreement, Grantee becomes aware of any violation of Environmental Laws or of the presence of any Hazardous Materials, as defined in 7.1 above or the presence of Hazardous Materials in, on, over or under the soil, groundwater or other areas of Grantor's Property resulting from or connected with Grantee's use and occupancy of Grantor's Property, Grantee shall promptly notify Grantor in writing of such conditions and shall immediately respond in accordance with applicable laws and regulations as to reportable quantities.
 - iv. Grantee's obligations under this Section 7 shall survive the termination of this Easement Agreement.
8. Defaults. The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Easement Agreement:
- a) Grantee's failure to pay when due any amount payable by Grantee hereunder and the continuation of such default for a period of ten (10) days after notice thereof from Grantor; or
 - b) Grantee's failure to perform or observe any other covenant, term or condition to be performed or observed by Grantee hereunder, and the continuation of such default for a period of sixty (60) days after notice thereof from Grantor, provided, however, that if such default cannot be cured within sixty (60) days and Grantee has undertaken diligent efforts within such sixty (60) day period to effect a cure, then the cure period shall be extended for such additional time, not to exceed an additional ninety (90) days, as may be required by Grantee through the exercise of continuous, diligent efforts to complete all required corrective action; or
 - c) Any representation or warranty of Grantee hereunder or under this Easement Agreement proves to be false or misleading in any material respect when made, unless, if such default is susceptible of cure, Grantee cures such default within sixty (60) days after notice thereof from Grantor; or
 - d) Grantee's failure to operate or maintain Grantee's Facilities for a period of twenty-four (24) consecutive months (commencing after Grantee's installation of Grantee's Facilities) for any reason other than natural disaster or other 'acts of God' or the default of Grantor; or
 - e) The occurrence of an Event of Default by Grantee under the Pipeline Agreement.

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9. **Remedies.** Upon the occurrence of an Event of Default, Grantor may exercise any one or more of the following remedies:

- a) Terminate the Easement and all rights and privileges of Grantee under this Easement Agreement and the Pipeline Agreement by written notice to Grantee, provided however, Grantor's rights of termination for Events of Default (i) under Section 8.b and 8.c shall be limited to defaults that are material in nature, and (ii) under Section 13.d of the Pipeline Agreement shall be limited to Grantee's failure to provide satisfactory evidence of insurance which continues for thirty (30) days after Grantor's written notice thereof, or
- b) Take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the Corporate Base Rate then published by Bank One of Chicago (or at the prime rate then published by any other money center bank located in Chicago) and (ii) an administrative charge in an amount equal to fifteen percent (15%) of the cost of the corrective action to pay part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor's presentment of demand therefor; or
- c) Any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee's obligations hereunder.

Upon the occurrence of an Event of Default, Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney's fees and costs incurred by Grantor in successfully enforcing Grantee's obligations under this Easement Agreement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Easement Agreement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in conditions of this Easement Agreement. Grantor's remedies hereunder are non-exclusive and cumulative in nature.

10. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if delivered in person or by messenger or sent by U.S. certified mail, return receipt requested, to the parties at the following addresses (or such substitute addresses as may be provided by either party in the manner described herein):

If to Grantor: Commonwealth Edison Company
P.O. Box 805379
Chicago, Illinois, 60680-5379
Attn: Director of Real Estate Services

With a copy to the same address, Attn: Law Department,
Senior Real Estate Counsel

If to Grantee: Manager Real Estate
NICOR GAS
P.O. Box 190
Aurora, Illinois 60507

With a copy to: Daniel G. McNamara
Corporate Counsel
Nicor Gas Company
1844 Ferry Road

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Naperville, Illinois 60563

Such notices shall be deemed effective when personally delivered, if delivered in person or by messenger, three (3) days following deposit in U.S. mail, if delivered by certified by mail.

11. Miscellaneous.

- a) Grantee's obligations under Sections 4, 6, 7, 8, 9, 10, 12 and 14 hereof shall survive the termination of this Agreement.
- b) Notwithstanding anything in this Agreement to the contrary, Grantee shall have the right, exercisable in its sole discretion upon notice to Grantor, to transfer, assign, lease, license, sublease, sublicense, authorize use of or otherwise encumber its rights, title, interest and delegate its obligations, and liability under this Agreement, without any further liability to Grantee, to the following entities: (i) Natural Gas Pipeline Company of America; (ii) Horizon Pipeline Company, L.L.C.; or (iii) a subsidiary or corporate affiliate of Grantee without obtaining any consent of Grantor hereunder. Subject to Grantee's unaltered rights set forth above, this Agreement and the rights and obligations of the parties hereon shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns; provided, however, that Grantee shall have no right to assign all or any portion of its right, title, interest or obligation in this Agreement except to a corporate affiliate or subsidiary of Grantee without the prior written consent of Grantor, which consent may be granted or withheld by Grantor in its sole discretion. As a condition to obtaining Grantor's consent to any proposed assignment of this Agreement, Grantor must receive and approve an Estoppel Certificate executed by Grantee and the proposed transferee, in which Grantee and the proposed transferee shall certify to Grantor that (i) the proposed transferee has received a copy of this Agreement (which shall be attached to the Estoppel Certificate as an exhibit) and is thoroughly familiar with its contents; and (ii) Grantee and such proposed transferee have entered into an assignment and assumption agreement (which shall be attached to the Estoppel Certificate as an exhibit and which shall by its terms become effective only after Grantor has approved the assignment), whereby the proposed transferee has agreed to assume and be bound by all of the terms and conditions to be performed or observed by Grantee under this Agreement. Grantor shall have no obligation to approve any proposed assignment so long as any default, without cure, exists on the part of Grantee under this Agreement. Any attempt by Grantee to assign all or any portion of its interest in this Agreement without Grantor's prior written approval, in each and every case, shall be void and of no force and effect. The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns (as to Grantee such assigns being limited to its permitted assigns).
- c) Upon any transfer or conveyance of all or any portion of the Easement Premises, by Grantor, its successors and assigns, the transferor shall be released, with respect to the property so conveyed, from any liability under this Agreement, and the transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance with respect to the property so conveyed.
- d) This Agreement and, when executed, the Easement Instrument and all documents required pursuant to Section 11.n and Section 11.o, constitute the entire agreement and understanding of the parties, and supersede all offers, negotiations and other agreements related thereto. There are no representations or understandings of any kind related to the subject matter hereof that are not fully set forth in this Agreement and, when executed, the Easement Instrument and all documents required pursuant to Section 11.n and Section 11.o. Any amendments to this Agreement must be in writing

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and executed by Grantor and Grantee. Grantee agrees to cooperate with Grantor in executing any additional documents reasonably necessary to protect Grantor's rights under this Agreement.

- e) This Agreement shall be construed in accordance with the laws of the State of Illinois. Time is of the essence of this Agreement.
- f) In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Agreement to its original intent and effect.
- g) No receipt of money by Grantor from Grantee, after the termination of this Agreement shall renew, restate, continue or extend the term of this Agreement.
- h) By signing this Agreement, Grantee affirms and states that it does not have any affiliated interest in Commonwealth Edison Company. Nothing in this Agreement shall be construed as making the parties hereto partners, agents, joint ventures or members of a joint enterprise.
- i) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same Agreement.
- j) Any exercise by either party of any right of approval, inspection or review or other provisions requiring mutual agreement under this Agreement shall not be unreasonably delayed (excluding any delays arising from matters outside of the approving party's control).
- k) Grantee hereby represents and warrants that (i) it is duly organized, validly existing and in good standing in its state of organization; (ii) it has full power and authority to enter into this Agreement and undertake the responsibilities and obligations contemplated by it in accordance with its terms; (iii) the execution and performance of this Agreement has been duly authorized by all necessary corporate actions and that pursuant to such actions, this Agreement constitutes the valid and binding obligation of Grantee and is enforceable against Grantee in accordance with its terms.
- l) Grantee agrees that the terms of this Agreement and any other information disclosed by Grantor to Grantee in the course of negotiating or performing this Agreement shall be held by Grantee in strictest confidence and shall not be disclosed to any third party, without Grantor's prior written consent. The confidentiality obligations imposed herein shall not apply any information that (i) becomes available to the public through no wrongful act of Grantee, (ii) may be published prior to the date hereof; (iii) is received from a third party without restriction known to Grantee and without breach of this Agreement; (iv) is independently developed by Grantee; (v) is disclosed pursuant to a requirement or request of a court order or governmental agency; (vi) is disclosed as a matter of public record by the Easement Instrument when recorded or (vii) is required to be disclosed to a third party in order for Grantee to perform its obligations under this Agreement.

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- m) In the event Grantee elects to tap off, extend or connect gas facilities, other than those proposed herein, to the pipeline or related facilities, for the purpose of serving customers or properties, other than those proposed herein, Grantor hereby agrees to grant such requests on a case by case basis provided the following conditions are satisfied: (1) Grantee is not in default under this agreement, (2) such request shall not interfere with Grantor or its successors then existing or contemplated future use and the then existing uses of its licensees, lessees or assigns; (3) the parties enter into additional agreements for such use, under terms and conditions which shall be reasonably determined at the time of the request; (4) the price for such additional grants shall be reasonable taking into consideration Grantor's prevailing fees and the then prevailing business practices between Grantor and Grantee. Any facilities installed pursuant to this Paragraph shall be subject to the terms of Paragraphs Five and Six above.
- n) Grantor may desire to exchange, for other property of like kind and quality use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, fee title in the Property. Grantor expressly reserves the right to assign rights, but not its obligations, under this Agreement to a Qualified Intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before the date of closing, and Grantor hereby agrees to acknowledge such assignment in writing and otherwise cooperate, at no cost to Grantee, with Grantor's efforts to effect such a like kind exchange.
- o) Grantee may utilize Grantor's previously identified by Grantee for a transaction involving a "like-kind" exchange as provided in Section 1031 of the Internal Revenue Code of 1986 as amended, and the Regulations promulgated thereunder, as payment for this transaction and if so utilized, such payment will be made through a qualified intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4), at no cost to Grantor. Grantee expressly reserves the right to assign rights, but not its obligations, under this Agreement to a qualified intermediary as provided in IRC Reg. 1.1031 on or before the date of closing, and Grantor hereby agrees to acknowledge such assignment in writing and otherwise cooperate, at no cost to Grantor, with Grantee's efforts to effect such "like-kind" exchange.
12. Regulatory Approval. This Easement Agreement (and the charges due hereunder) may be subject to the approval of one or more regulatory agencies. If this Easement Agreement is subject to such approval, the parties hereto agree to exert diligent efforts to jointly seek such approval. If such approval is not granted by any agency, the rights and privileges granted to Grantee hereunder shall be null and void and of no further force and effect, provided that Grantee shall continue to be bound by all of its obligations that are expressly intended to survive the termination of this Easement.
13. ISO. In the event responsibility for management or operation of all or any portion of Grantor's electrical transmission facilities located in or on the Grantor's Property is transferred by Grantor to an independent system operator ("ISO") or another third party, then Grantee agrees to recognize the rights of such ISO or third party to exercise all or any part of Grantor's rights under this Agreement.
14. Incorporation of Pipeline Agreement. All terms and conditions of the Pipeline Agreement that, by the express terms of the Pipeline Agreement, are intended to remain in force and effect after the execution and recording of this Easement Agreement are hereby incorporated in this Easement Agreement as though fully set forth herein, and Grantee hereby acknowledges and agrees that the Easement granted herein is made subject to Grantee's full and faithful performance and observance of such terms and conditions of the Pipeline Agreement. This Easement Agreement shall constitute a memorandum of the Pipeline Agreement for purposes of providing record notice of the existence thereof and the terms and conditions

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contained therein, including without limitation such terms and conditions contained therein regarding (a) Grantee's obligation to pay certain fees as specified in Section 4 of the Pipeline Agreement, (b) Grantee's obligation to observe and perform certain terms and conditions governing construction, repair, maintenance and other work as specified in Section 8 of the Pipeline Agreement, (c) Grantee's obligation to observe certain other covenants as set forth in Section 9 of the Agreement, (d) Grantee's obligation to satisfy certain insurance requirements as set forth in Section 11 of the Pipeline Agreement, and (e) other miscellaneous provisions. The Pipeline Agreement contains a more comprehensive statement of the terms and conditions governing Grantee's rights of use in The Easement Premises than is contained in this Easement Agreement. In the event of any conflict or inconsistency between the terms and conditions contained in the Pipeline Agreement, as the same may be updated, modified, amended and restated by the parties from time to time, and this Easement Agreement, the Pipeline Agreement shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Easement Agreement as of the day and year first set forth herein.

COMMONWEALTH EDISON COMPANY

By: [Signature]

Name: Gregory G. Schuler

Title: Director of Real Estate

NORTHERN ILLINOIS GAS COMPANY
d/b/a NICOR GAS COMPANY

By: [Signature]

Name: KATHLEEN L. HALLOREN

Title: Executive Vice President

Attst: [Signature]
Mark Knox
Assistant Secretary

THIS DOCUMENT PREPARED BY:

Law Department
Commonwealth Edison Company
P.O. Box 805379
Chicago, Illinois 60680-5379

RETURN RECORDED DOCUMENT TO:

Real Estate Department
Nicor Gas Company
P.O. Box 190
Aurora, Illinois 60507-0190

UNOFFICIAL COPY

10617564

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, A notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY, G.G. Schuler, personally known to me to be the Director Real Estate Services of COMMONWEALTH EDISON COMPANY, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of June, 2001
(SEAL)



[Signature]
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that Kathleen L. Halloran & Mark Kay of NICOR GAS COMPANY, an Illinois corporation, personally known to me to be the same person whose name appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her 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 official seal, this 22nd day of June, 2001
(SEAL)



[Signature]
Notary Public

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10617564

**EXHIBIT A
GAS PIPELINE EASEMENT
AND
MEMORANDUM OF AGREEMENT
Dated June 22, 2001**

**EXHIBIT
PART 1 - DUPAGE COUNTY, ILLINOIS**

A 50% undivided interest in a fixed portion of Commonwealth Edison's Joliet-Crystal Lake Transmission right-of-way, Parcel numbers 48 & 49 situated in, under, along and across part of the

NW ¼ AND SW ¼ OF SECTION 5, T40N, R09E,

including the following PINs:

01-05-303-001

01-05-300-004

01-05-100-003

01-05-100-004

Property of Cook County Clerk's Office

10617564

EXHIBIT
PART 2 – KANE COUNTY, ILLINOIS

A 50% undivided interest in a fixed portion of Commonwealth Edison's Joliet-Crystal Lake Transmission right-of-way, Parcel numbers 21 and 22 situated in, under, along and across part of the

NE ¼ OF SECTION 12, T42N, R08E, AND THE
NE ¼ AND SE ¼ OF SECTION 1, T42N, R08E,

including the following PINs: 03-12-276-002

03-01-400-008

03-01-200-011

Property of Cook County Clerk's Office

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**EXHIBIT
PART 3 – COOK COUNTY, ILLINOIS**

A 50% undivided interest in a fixed portion of Commonwealth Edison's Joliet-Crystal Lake Transmission right-of-way situated, Parcel numbers 23 through 47, inclusive, situated in, under, along and across part of the

NW ¼ AND SW ¼ OF SECTION 5, T40N, R09E
 NW ¼ AND SW ¼ OF SECTION 32, T41N, R09E
 NW ¼ AND SW ¼ OF SECTION 29, T41N, R09E
 NW ¼ AND SW ¼ OF SECTION 20, T41N, R09E
 NW ¼ AND SW ¼ OF SECTION 17, T41N, R09E
 NW ¼ AND SW ¼ OF SECTION 8, T41N, R09E
 NW ¼ AND SW ¼ OF SECTION 6, T41N, R09E
 NW ¼ AND SW ¼ OF SECTION 31, T42N, R09E
 NW ¼ AND SW ¼ OF SECTION 30, T42N, R09E
 NW ¼ AND SW ¼ OF SECTION 19, T42N, R09E
 NW ¼ AND SW ¼ OF SECTION 18, T42N, R09E
 NW ¼ and SW ¼ of Section 7, T42N, R09E,

including the following PINs:

06-32-300-002	06-17-300-012	06-09-100-017	01-19-100-004
06-32-102-001	06-17-300-010	01-31-300-008	01-18-100-004
06-32-100-006	06-17-300-008	01-31-300-002	01-18-300-002
06-29-300-016	06-17-300-006	01-31-100-003	01-18-302-002
06-29-100-011	06-17-100-003	01-30-300-005	01-07-300-008
06-20-301-015	06-08-301-002	01-30-100-008	01-07-300-009
06-20-301-016	06-08-100-004	01-30-100-012	01-07-101-013
06-20-300-012	06-05-100-012	01-30-100-013	
06-20-102-020	06-05-100-016	01-19-100-003	

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DU20987605 Page 46 of 66

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EXHIBIT**PART 4 – MCHENRY COUNTY, ILLINOIS**

A 50% undivided interest in a fixed portion of Commonwealth Edison's Joliet-Crystal Lake Transmission right-of-way, Parcel numbers 1 through 20, inclusive, situated in, under, along and across part of the

NE ¼ AND SE ¼ OF SECTION 36, T43N, R08E
 NE ¼ AND SE ¼ OF SECTION 25, T43N, R08E
 NW ¼ AND SW ¼ OF SECTION 30, T43N, R09E
 NW ¼ AND SW ¼ OF SECTION 19, T43N, R09E
 NW ¼ AND SW ¼ OF SECTION 18, T43N, R09E
 NW ¼ AND SW ¼ OF SECTION 7, T43N, R09E
 NW ¼ AND SW ¼ OF SECTION 6, T43N, R09E
 NW ¼ AND SW ¼ OF SECTION 31, T44N, R09E,

including the following PINs:

19-36-200-005	20-19-157-021	20-19-154-003	20-18-351-002
19-36-200-006	20-19-180-055	20-19-154-004	20-18-301-002
19-25-400-003	20-19-177-004	20-19-104-018	20-18-154-014
20-30-300-002	20-19-177-009	20-19-104-010	20-07-100-004
20-30-300-003	20-19-177-010	20-19-103-009	20-07-301-002
20-30-300-004	20-19-177-030	20-19-103-010	20-07-100-004
20-30-100-003	20-19-177-031	20-19-103-011	20-06-300-001
20-19-351-002	20-19-177-011	20-19-102-009	20-06-100-008
20-19-376-003	20-19-151-012	20-19-101-003	15-31-300-001
20-19-327-001	20-19-155-005	20-19-104-006	
20-19-157-001	20-19-154-001	20-19-102-010	
20-19-157-002	20-19-154-002	20-19-102-008	
20-30-100-003			

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10617564

10617564**EXHIBIT
PART 5 – MCHENRY COUNTY, ILLINOIS**

A 50% undivided interest in a fixed portion of Commonwealth Edison's Waukegan-Crystal Lake Transmission right-of-way, Parcel numbers 81 through 85, inclusive, situated in, under, along and across part of the

NW ¼ AND SW ¼ OF SECTION 30, T44N, R09E, AND THE
SW ¼ OF SECTION 19, T44N, R09E,

including the following PINs:

15-30-300-001

15-30-153-001

15-30-101-001

15-19-301-006

15-19-101-001

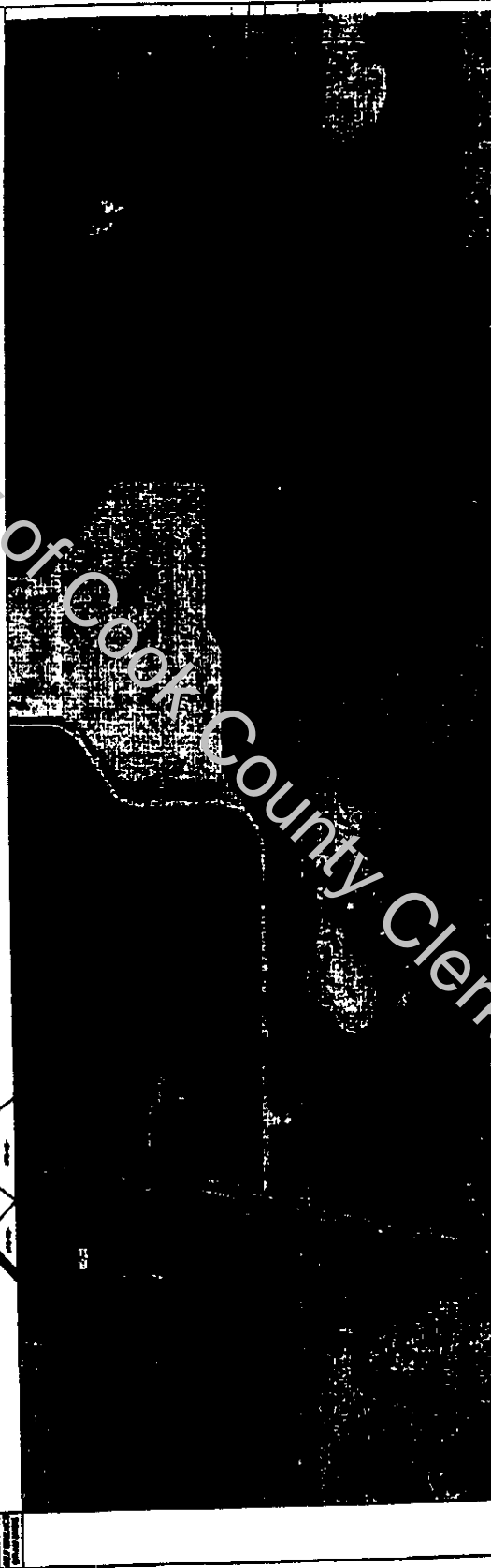
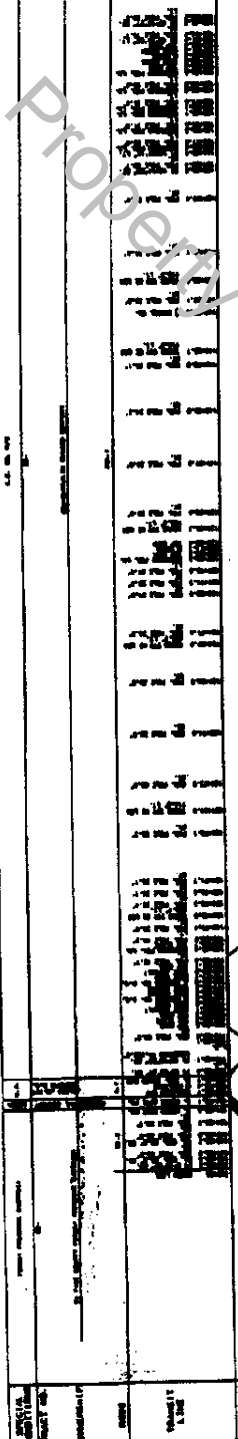
Property of Cook County Clerk's Office

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EXHIBIT B
GAS PIPELINE EASEMENT
AND
MEMORANDUM OF AGREEMENT
Dated June 23, 2001

10-60-349 1000 376 1011/11/11/1000 0001



NO.	DESCRIPTION	DATE	BY	APP'D.
1	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
2	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
3	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
4	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
5	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
6	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
7	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
8	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
9	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
10	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			

NO.	DESCRIPTION	DATE	BY	APP'D.
1	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
2	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
3	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
4	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
5	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
6	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
7	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
8	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
9	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
10	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			

NO.	DESCRIPTION	DATE	BY	APP'D.
1	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
2	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
3	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
4	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
5	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
6	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
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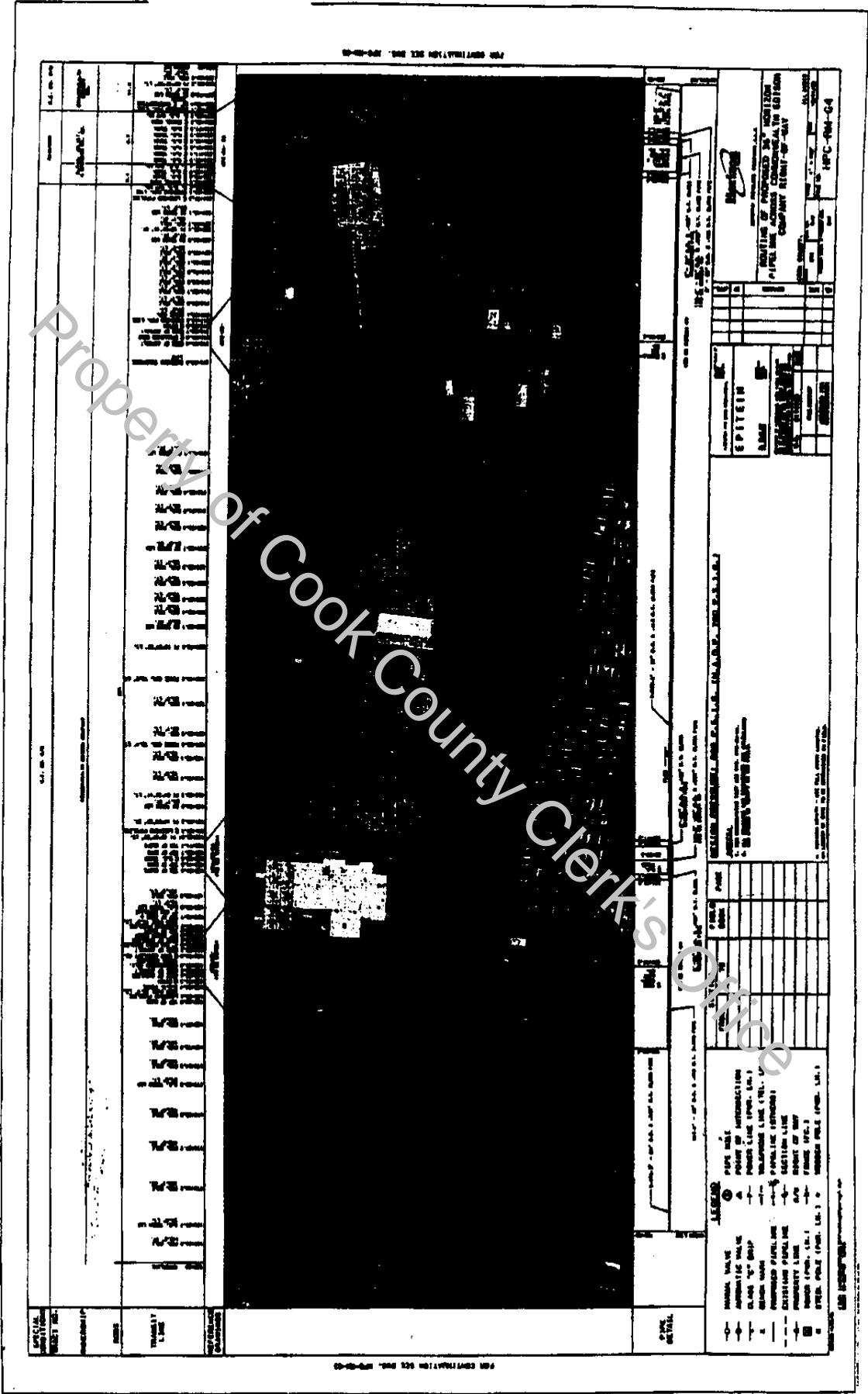
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6	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
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8	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
9	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
10	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			

NO.	DESCRIPTION	DATE	BY	APP'D.
1	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
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8	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
9	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			
10	AS SHOWN ON SHEET 10-60-349 1000 376 1011/11/11/1000 0001			

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Property of Cook County Clerk's Office

FORM NO. 100 (REV. 11/1988)

FORM ENGINEERING 500 (REV. 11/82)

LEGEND
SYMBOLS AND THEIR MEANINGS:
CIRCLE WITH 'A' - POINT OF INTERSECTION
CIRCLE WITH 'M' - MANHOLE
SQUARE WITH 'V' - VALVE
SQUARE WITH 'W' - WALKWAY
SQUARE WITH 'P' - PUBLIC UTILITY
SQUARE WITH 'S' - SECTION LINE
SQUARE WITH 'E' - END OF PIPE
SQUARE WITH 'F' - FIRE HYDRANT
SQUARE WITH 'L' - LAMP
SQUARE WITH 'G' - GATE
SQUARE WITH 'R' - RADIANT HEAT
SQUARE WITH 'T' - TANK
SQUARE WITH 'B' - BATTERY
SQUARE WITH 'D' - DRAIN
SQUARE WITH 'H' - HOLE
SQUARE WITH 'I' - ISOLATION
SQUARE WITH 'O' - OIL
SQUARE WITH 'S' - SAND
SQUARE WITH 'W' - WATER
SQUARE WITH 'G' - GAS
SQUARE WITH 'E' - ELECTRICITY
SQUARE WITH 'T' - TELEPHONE
SQUARE WITH 'C' - CABLE
SQUARE WITH 'L' - LIGHT
SQUARE WITH 'M' - MOUNTAIN
SQUARE WITH 'S' - SEA
SQUARE WITH 'L' - LAKE
SQUARE WITH 'R' - RIVER
SQUARE WITH 'C' - CANYON
SQUARE WITH 'M' - MOUNTAIN
SQUARE WITH 'S' - SEA
SQUARE WITH 'L' - LAKE
SQUARE WITH 'R' - RIVER
SQUARE WITH 'C' - CANYON

NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO BE MAINTAINED TO THE CENTERLINE.
4. ALL DIMENSIONS ARE TO BE MAINTAINED TO THE CENTERLINE.
5. ALL DIMENSIONS ARE TO BE MAINTAINED TO THE CENTERLINE.
6. ALL DIMENSIONS ARE TO BE MAINTAINED TO THE CENTERLINE.
7. ALL DIMENSIONS ARE TO BE MAINTAINED TO THE CENTERLINE.
8. ALL DIMENSIONS ARE TO BE MAINTAINED TO THE CENTERLINE.
9. ALL DIMENSIONS ARE TO BE MAINTAINED TO THE CENTERLINE.
10. ALL DIMENSIONS ARE TO BE MAINTAINED TO THE CENTERLINE.

SPITZER
NAME
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STATE
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STATE
ZIP

0010617564.

FD-50 (REV. 11-18-75) 225 HOLLAND DRIVE WEAVERVILLE, CALIF. 95986

Property of Cook County Clerk's Office

PROPERTY IDENTIFICATION	
SECTION	
TRACT	
CITY	
COUNTY	
STATE	

OWNER INFORMATION	
NAME	
ADDRESS	
CITY	
COUNTY	
STATE	
ZIP	

LEGAL DESCRIPTION	
[REDACTED]	

PROPERTY CHARACTERISTICS	
AREA	
USE	
HEIGHT	
AREA	

EXEMPTIONS	
1	
2	
3	
4	
5	
6	
7	
8	
9	

FEES

SEARCH	
INDEXING	
RECORDING	
PROPERTY TAX	

NOTES

1	
2	
3	
4	
5	

APPROVALS	
OWNER	
AGENT	

RECORDING INFORMATION	
FILE NO.	
BOOK	
PAGE	
DATE	

FOR CONTINUATION SEE REV. 11-18-75

1978-01-01

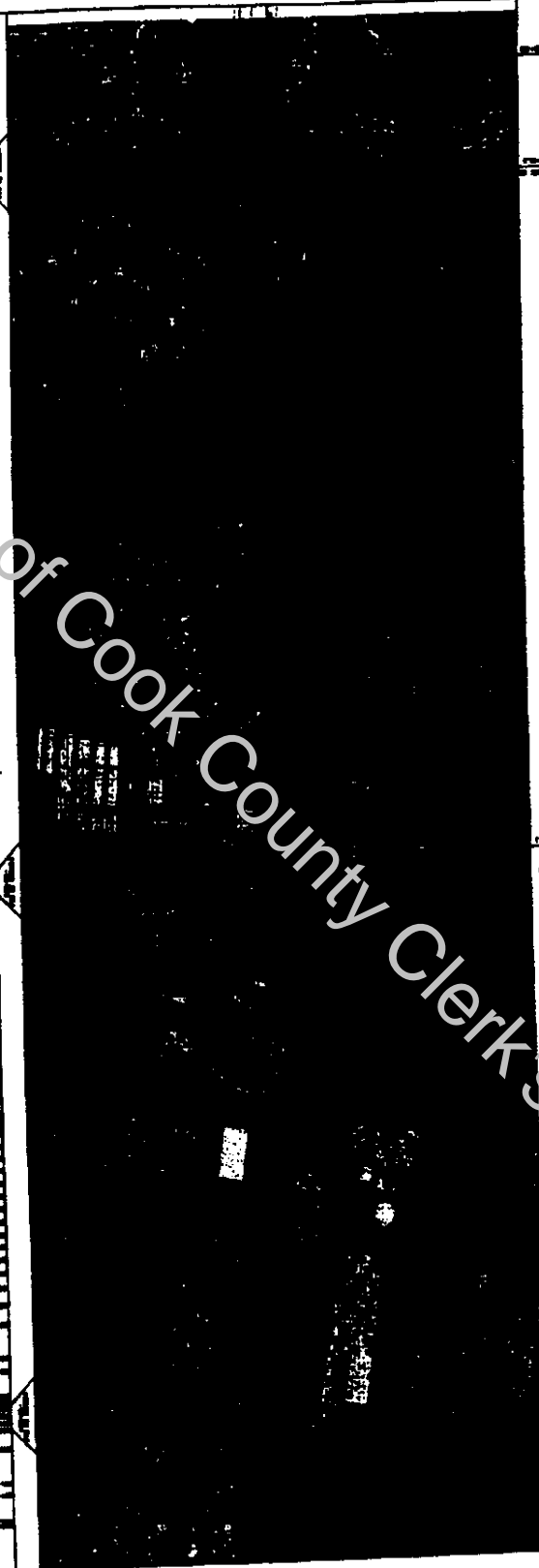
1978-01-01

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1820987605 Page 51 of 66

0010617564

FOR CONTINUATION SEE SHEET 28-29-30



SECTION PRESSURE 100 P.S.I.G. - 100 P.S.I.G. (100 P.S.I.G.)

ITEM NO.	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL

SCALE

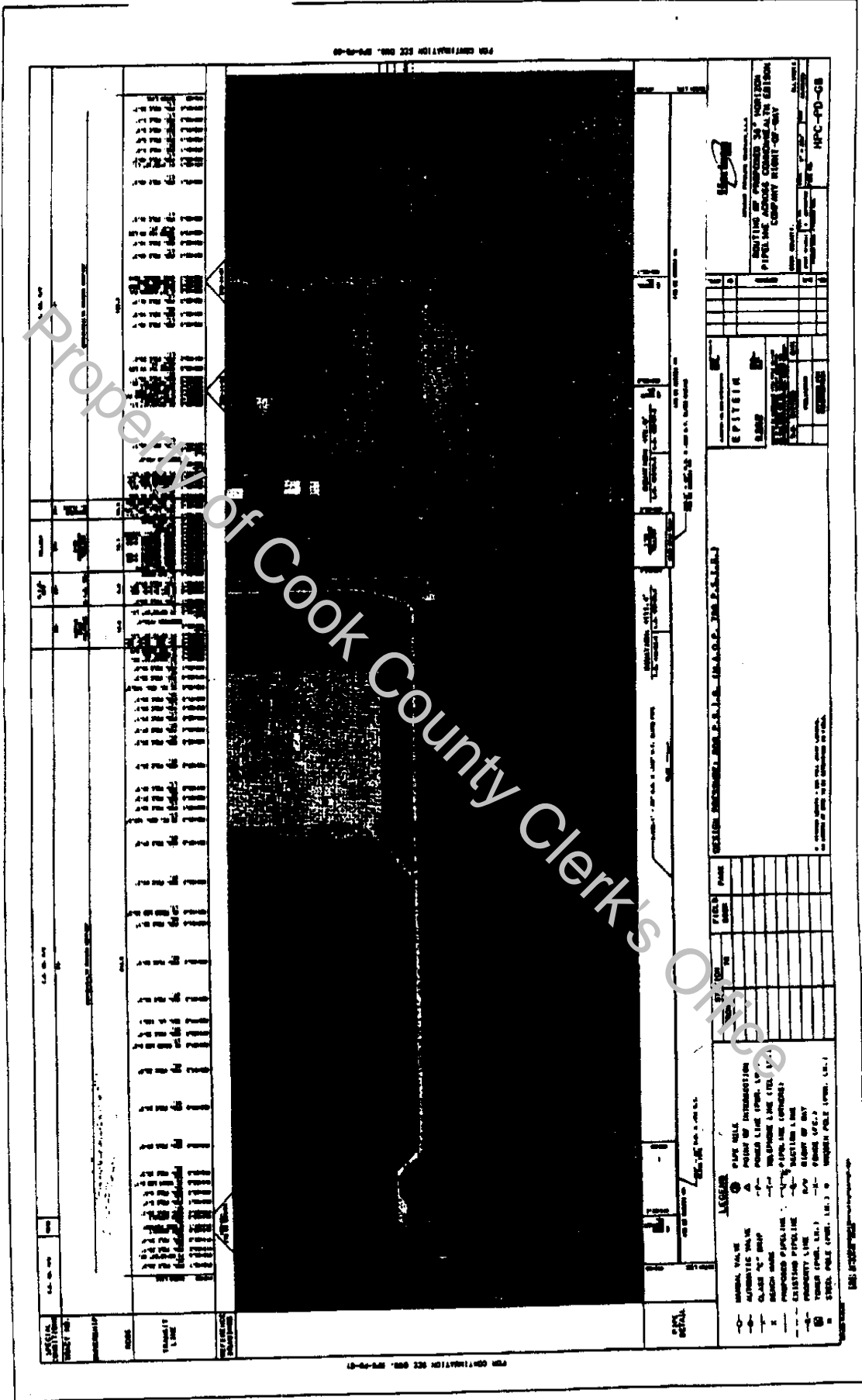
- ANNUAL VALUE
- ASSESSMENT VALUE
- CLASS "C" ZIP
- CLASS "D" ZIP
- CLASS "E" ZIP
- CLASS "F" ZIP
- CLASS "G" ZIP
- CLASS "H" ZIP
- CLASS "I" ZIP
- CLASS "J" ZIP
- CLASS "K" ZIP
- CLASS "L" ZIP
- CLASS "M" ZIP
- CLASS "N" ZIP
- CLASS "O" ZIP
- CLASS "P" ZIP
- CLASS "Q" ZIP
- CLASS "R" ZIP
- CLASS "S" ZIP
- CLASS "T" ZIP
- CLASS "U" ZIP
- CLASS "V" ZIP
- CLASS "W" ZIP
- CLASS "X" ZIP
- CLASS "Y" ZIP
- CLASS "Z" ZIP

FOR CONTINUATION SEE SHEET 28-29-30

Property Of Cook County Clerk's Office

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0010617564



Property of Cook County Clerk's Office

UNOFFICIAL COPY 021781003 Page 54 of 66

0010617564

610-60-000 '000 230 00119001002 002

PROPERTY	LOCALITY	DESCRIPTION	AREA	BLOCK	CORNER	EASEMENTS	REMARKS
		[REDACTED]					

PROPERTY
EPSTEIN
1200
CHICAGO, ILL. 60604

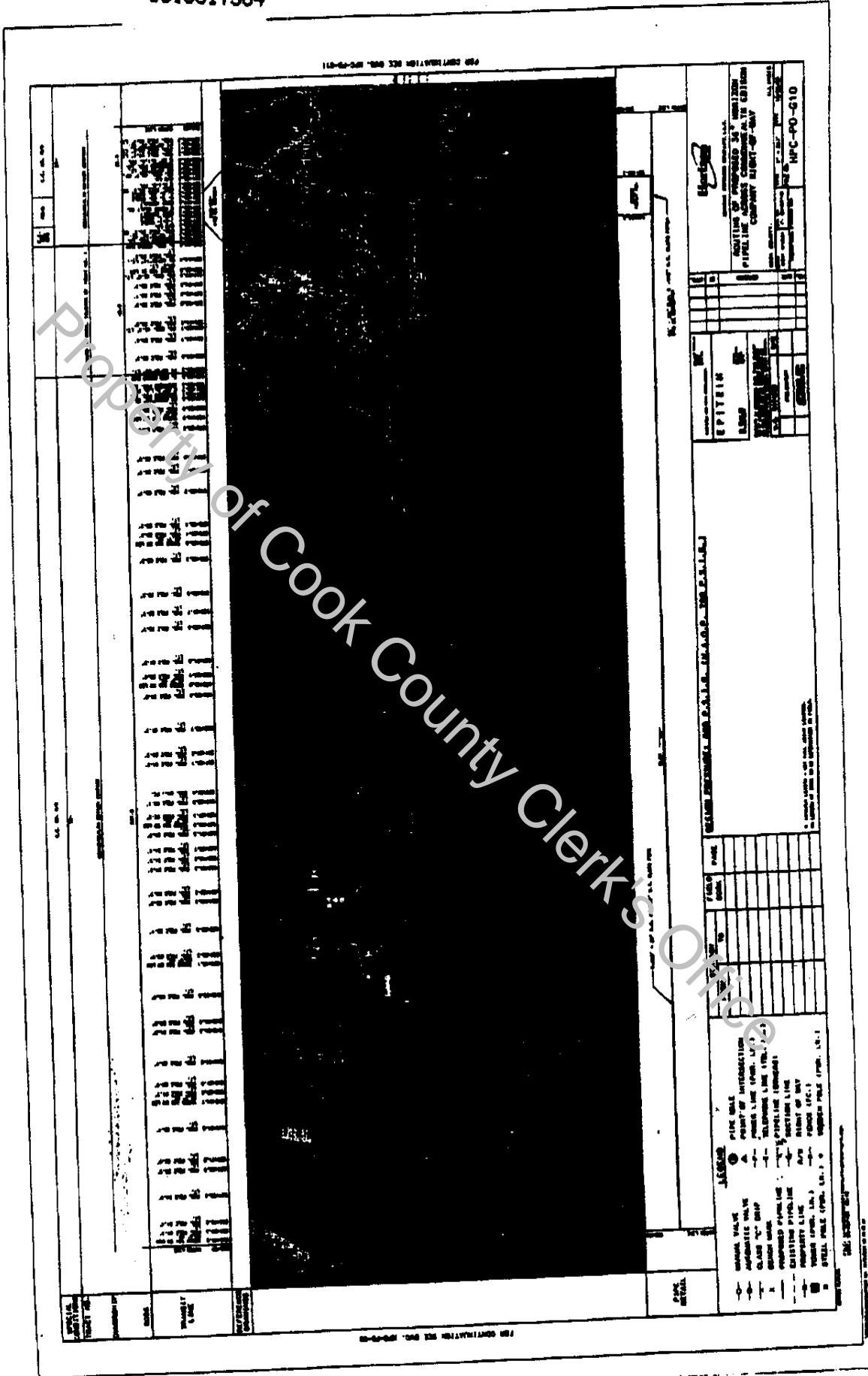
OWNER
EPSTEIN
1200
CHICAGO, ILL. 60604

PROPERTY CLASS
RESIDENTIAL

610-60-000 '000 230 00119001002 002

Property of Cook County Clerk's Office

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1117

718-64-641 1000 THE MECHANICAL AND WELD

718-64-641 1000 THE MECHANICAL AND WELD

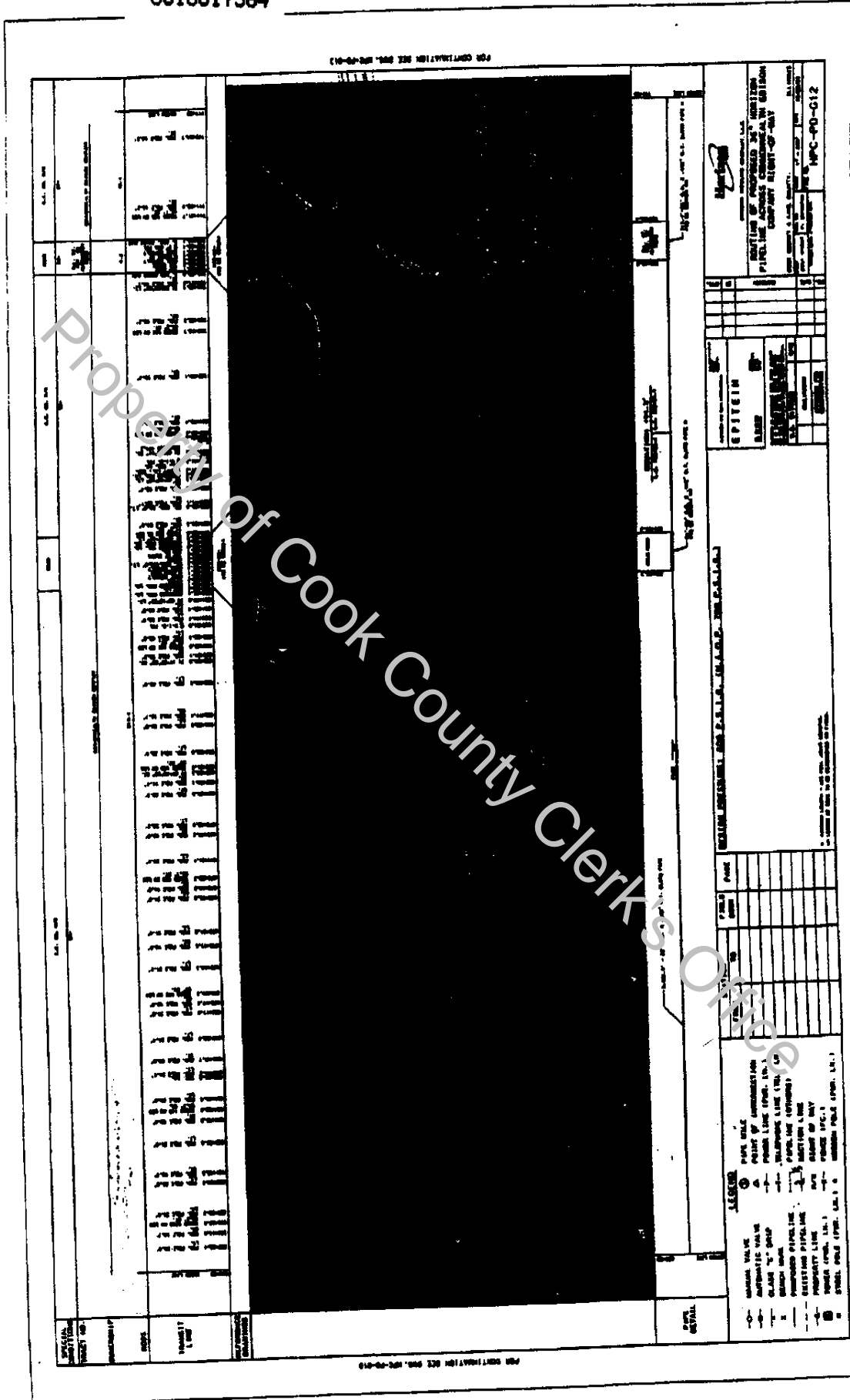
1117

NO.	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	TAXES	TOTAL
1	PIPE 1/2" DIA.	100	FT.	1.20	120.00		120.00
2	PIPE 3/4" DIA.	50	FT.	1.50	75.00		75.00
3	PIPE 1" DIA.	20	FT.	2.00	40.00		40.00
4	PIPE 1 1/2" DIA.	10	FT.	3.00	30.00		30.00
5	PIPE 2" DIA.	5	FT.	4.00	20.00		20.00
6	PIPE 2 1/2" DIA.	3	FT.	5.00	15.00		15.00
7	PIPE 3" DIA.	2	FT.	6.00	12.00		12.00
8	PIPE 3 1/2" DIA.	1	FT.	7.00	7.00		7.00
9	PIPE 4" DIA.	1	FT.	8.00	8.00		8.00
10	PIPE 4 1/2" DIA.	1	FT.	9.00	9.00		9.00
11	PIPE 5" DIA.	1	FT.	10.00	10.00		10.00
12	PIPE 5 1/2" DIA.	1	FT.	11.00	11.00		11.00
13	PIPE 6" DIA.	1	FT.	12.00	12.00		12.00
14	PIPE 6 1/2" DIA.	1	FT.	13.00	13.00		13.00
15	PIPE 7" DIA.	1	FT.	14.00	14.00		14.00
16	PIPE 7 1/2" DIA.	1	FT.	15.00	15.00		15.00
17	PIPE 8" DIA.	1	FT.	16.00	16.00		16.00
18	PIPE 8 1/2" DIA.	1	FT.	17.00	17.00		17.00
19	PIPE 9" DIA.	1	FT.	18.00	18.00		18.00
20	PIPE 9 1/2" DIA.	1	FT.	19.00	19.00		19.00
21	PIPE 10" DIA.	1	FT.	20.00	20.00		20.00
22	PIPE 10 1/2" DIA.	1	FT.	21.00	21.00		21.00
23	PIPE 11" DIA.	1	FT.	22.00	22.00		22.00
24	PIPE 11 1/2" DIA.	1	FT.	23.00	23.00		23.00
25	PIPE 12" DIA.	1	FT.	24.00	24.00		24.00
26	PIPE 12 1/2" DIA.	1	FT.	25.00	25.00		25.00
27	PIPE 13" DIA.	1	FT.	26.00	26.00		26.00
28	PIPE 13 1/2" DIA.	1	FT.	27.00	27.00		27.00
29	PIPE 14" DIA.	1	FT.	28.00	28.00		28.00
30	PIPE 14 1/2" DIA.	1	FT.	29.00	29.00		29.00
31	PIPE 15" DIA.	1	FT.	30.00	30.00		30.00
32	PIPE 15 1/2" DIA.	1	FT.	31.00	31.00		31.00
33	PIPE 16" DIA.	1	FT.	32.00	32.00		32.00
34	PIPE 16 1/2" DIA.	1	FT.	33.00	33.00		33.00
35	PIPE 17" DIA.	1	FT.	34.00	34.00		34.00
36	PIPE 17 1/2" DIA.	1	FT.	35.00	35.00		35.00
37	PIPE 18" DIA.	1	FT.	36.00	36.00		36.00
38	PIPE 18 1/2" DIA.	1	FT.	37.00	37.00		37.00
39	PIPE 19" DIA.	1	FT.	38.00	38.00		38.00
40	PIPE 19 1/2" DIA.	1	FT.	39.00	39.00		39.00
41	PIPE 20" DIA.	1	FT.	40.00	40.00		40.00
42	PIPE 20 1/2" DIA.	1	FT.	41.00	41.00		41.00
43	PIPE 21" DIA.	1	FT.	42.00	42.00		42.00
44	PIPE 21 1/2" DIA.	1	FT.	43.00	43.00		43.00
45	PIPE 22" DIA.	1	FT.	44.00	44.00		44.00
46	PIPE 22 1/2" DIA.	1	FT.	45.00	45.00		45.00
47	PIPE 23" DIA.	1	FT.	46.00	46.00		46.00
48	PIPE 23 1/2" DIA.	1	FT.	47.00	47.00		47.00
49	PIPE 24" DIA.	1	FT.	48.00	48.00		48.00
50	PIPE 24 1/2" DIA.	1	FT.	49.00	49.00		49.00
51	PIPE 25" DIA.	1	FT.	50.00	50.00		50.00
52	PIPE 25 1/2" DIA.	1	FT.	51.00	51.00		51.00
53	PIPE 26" DIA.	1	FT.	52.00	52.00		52.00
54	PIPE 26 1/2" DIA.	1	FT.	53.00	53.00		53.00
55	PIPE 27" DIA.	1	FT.	54.00	54.00		54.00
56	PIPE 27 1/2" DIA.	1	FT.	55.00	55.00		55.00
57	PIPE 28" DIA.	1	FT.	56.00	56.00		56.00
58	PIPE 28 1/2" DIA.	1	FT.	57.00	57.00		57.00
59	PIPE 29" DIA.	1	FT.	58.00	58.00		58.00
60	PIPE 29 1/2" DIA.	1	FT.	59.00	59.00		59.00
61	PIPE 30" DIA.	1	FT.	60.00	60.00		60.00
62	PIPE 30 1/2" DIA.	1	FT.	61.00	61.00		61.00
63	PIPE 31" DIA.	1	FT.	62.00	62.00		62.00
64	PIPE 31 1/2" DIA.	1	FT.	63.00	63.00		63.00
65	PIPE 32" DIA.	1	FT.	64.00	64.00		64.00
66	PIPE 32 1/2" DIA.	1	FT.	65.00	65.00		65.00
67	PIPE 33" DIA.	1	FT.	66.00	66.00		66.00
68	PIPE 33 1/2" DIA.	1	FT.	67.00	67.00		67.00
69	PIPE 34" DIA.	1	FT.	68.00	68.00		68.00
70	PIPE 34 1/2" DIA.	1	FT.	69.00	69.00		69.00
71	PIPE 35" DIA.	1	FT.	70.00	70.00		70.00
72	PIPE 35 1/2" DIA.	1	FT.	71.00	71.00		71.00
73	PIPE 36" DIA.	1	FT.	72.00	72.00		72.00
74	PIPE 36 1/2" DIA.	1	FT.	73.00	73.00		73.00
75	PIPE 37" DIA.	1	FT.	74.00	74.00		74.00
76	PIPE 37 1/2" DIA.	1	FT.	75.00	75.00		75.00
77	PIPE 38" DIA.	1	FT.	76.00	76.00		76.00
78	PIPE 38 1/2" DIA.	1	FT.	77.00	77.00		77.00
79	PIPE 39" DIA.	1	FT.	78.00	78.00		78.00
80	PIPE 39 1/2" DIA.	1	FT.	79.00	79.00		79.00
81	PIPE 40" DIA.	1	FT.	80.00	80.00		80.00
82	PIPE 40 1/2" DIA.	1	FT.	81.00	81.00		81.00
83	PIPE 41" DIA.	1	FT.	82.00	82.00		82.00
84	PIPE 41 1/2" DIA.	1	FT.	83.00	83.00		83.00
85	PIPE 42" DIA.	1	FT.	84.00	84.00		84.00
86	PIPE 42 1/2" DIA.	1	FT.	85.00	85.00		85.00
87	PIPE 43" DIA.	1	FT.	86.00	86.00		86.00
88	PIPE 43 1/2" DIA.	1	FT.	87.00	87.00		87.00
89	PIPE 44" DIA.	1	FT.	88.00	88.00		88.00
90	PIPE 44 1/2" DIA.	1	FT.	89.00	89.00		89.00
91	PIPE 45" DIA.	1	FT.	90.00	90.00		90.00
92	PIPE 45 1/2" DIA.	1	FT.	91.00	91.00		91.00
93	PIPE 46" DIA.	1	FT.	92.00	92.00		92.00
94	PIPE 46 1/2" DIA.	1	FT.	93.00	93.00		93.00
95	PIPE 47" DIA.	1	FT.	94.00	94.00		94.00
96	PIPE 47 1/2" DIA.	1	FT.	95.00	95.00		95.00
97	PIPE 48" DIA.	1	FT.	96.00	96.00		96.00
98	PIPE 48 1/2" DIA.	1	FT.	97.00	97.00		97.00
99	PIPE 49" DIA.	1	FT.	98.00	98.00		98.00
100	PIPE 49 1/2" DIA.	1	FT.	99.00	99.00		99.00
101	PIPE 50" DIA.	1	FT.	100.00	100.00		100.00
102	PIPE 50 1/2" DIA.	1	FT.	101.00	101.00		101.00
103	PIPE 51" DIA.	1	FT.	102.00	102.00		102.00
104	PIPE 51 1/2" DIA.	1	FT.	103.00	103.00		103.00
105	PIPE 52" DIA.	1	FT.	104.00	104.00		104.00
106	PIPE 52 1/2" DIA.	1	FT.	105.00	105.00		105.00
107	PIPE 53" DIA.	1	FT.	106.00	106.00		106.00
108	PIPE 53 1/2" DIA.	1	FT.	107.00	107.00		107.00
109	PIPE 54" DIA.	1	FT.	108.00	108.00		108.00
110	PIPE 54 1/2" DIA.	1	FT.	109.00	109.00		109.00
111	PIPE 55" DIA.	1	FT.	110.00	110.00		110.00
112	PIPE 55 1/2" DIA.	1	FT.	111.00	111.00		111.00
113	PIPE 56" DIA.	1	FT.	112.00	112.00		112.00
114	PIPE 56 1/2" DIA.	1	FT.	113.00	113.00		113.00
115	PIPE 57" DIA.	1	FT.	114.00	114.00		114.00
116	PIPE 57 1/2" DIA.	1	FT.	115.00	115.00		115.00
117	PIPE 58" DIA.	1	FT.	116.00	116.00		116.00
118	PIPE 58 1/2" DIA.	1	FT.	117.00	117.00		117.00
119	PIPE 59" DIA.	1	FT.	118.00	118.00		118.00
120	PIPE 59 1/2" DIA.	1	FT.	119.00	119.00		119.00
121	PIPE 60" DIA.	1	FT.	120.00	120.00		120.00
122	PIPE 60 1/2" DIA.	1	FT.	121.00	121.00		121.00
123	PIPE 61" DIA.	1	FT.	122.00	122.00		122.00
124	PIPE 61 1/2" DIA.	1	FT.	123.00	123.00		123.00
125	PIPE 62" DIA.	1	FT.	124.00	124.00		124.00
126	PIPE 62 1/2" DIA.	1	FT.	125.00	125.00		125.00
127	PIPE 63" DIA.	1	FT.	126.00	126.00		126.00
128	PIPE 63 1/2" DIA.	1	FT.	127.00	127.00		127.00
129	PIPE 64" DIA.	1	FT.	128.00	128.00		128.00
130	PIPE 64 1/2" DIA.	1	FT.	129.00	129.00		129.00
131	PIPE 65" DIA.	1	FT.	130.00	130.00		130.00
132	PIPE 65 1/2" DIA.	1	FT.	131.00	131.00		131.00
133	PIPE 66" DIA.	1	FT.	132.00	132.00		132.00
134	PIPE 66 1/2" DIA.	1	FT.	133.00	133.00		133.00
135	PIPE 67" DIA.	1	FT.	134.00	134.00		134.00
136	PIPE 67 1/2" DIA.	1	FT.	135.00	135.00		135.00
137	PIPE 68" DIA.	1	FT.	136.00	136.00		136.00
138	PIPE 68 1/2" DIA.	1	FT.	137.00	137.00		137.00
139	PIPE 69" DIA.	1	FT.	138.00	138.00		138.00
140	PIPE 69 1/2" DIA.	1	FT.	139.00	139.00		139.00
141	PIPE 70" DIA.	1	FT.	140.00	140.00		140.00
142	PIPE 70 1/2" DIA.	1	FT.	141.00	141.00		141.00
143	PIPE 71" DIA.	1	FT.	142.00	142.00		142.00
144	PIPE 71 1/2" DIA.	1	FT.	143.00	143.00		143.00
145	PIPE 72" DIA.	1	FT.	144.00	144.00		144.00
146	PIPE 72 1/2" DIA.	1</					

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Property of Cook County Clerk's Office

NO.	DESCRIPTION	AREA	REMARKS
1
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3
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LEGEND

- WATER VALVE
- △ METER VALVE
- SEWER VALVE
- PROPERTY LINE
- STREET WALL (PER ILL. LA. & UNIFORM PLAT ACT)

DATE: 05/20/04

0010617564

14-60-000 '000 000 0001/001/000 000

14-60-000 '000 000 0001/001/000 000

PROPERTY

TRACED

LINE

SECTION

QUARTER

TOWNSHIP

RANGE

SECTION

QUARTER

TOWNSHIP

RANGE

LEGEND

→ RAILROAD RIGHT OF WAY (PUB. L.S.)

→ CANAL RIGHT OF WAY (PUB. L.S.)

→ HIGHWAY RIGHT OF WAY (PUB. L.S.)

→ POWER LINE (PUB. L.S.)

→ TELEPHONE LINE (PUB. L.S.)

→ WATERWAY (PUB. L.S.)

→ FENCE (P.C.)

→ EASEMENT (P.C.)

→ OTHER RIGHT OF WAY (PUB. L.S.)

→ OTHER RIGHT OF WAY (P.C.)

PROPERTY

NAME

ADDRESS

CITY

STATE

ZIP

OWNER

NAME

ADDRESS

CITY

STATE

ZIP

DATE

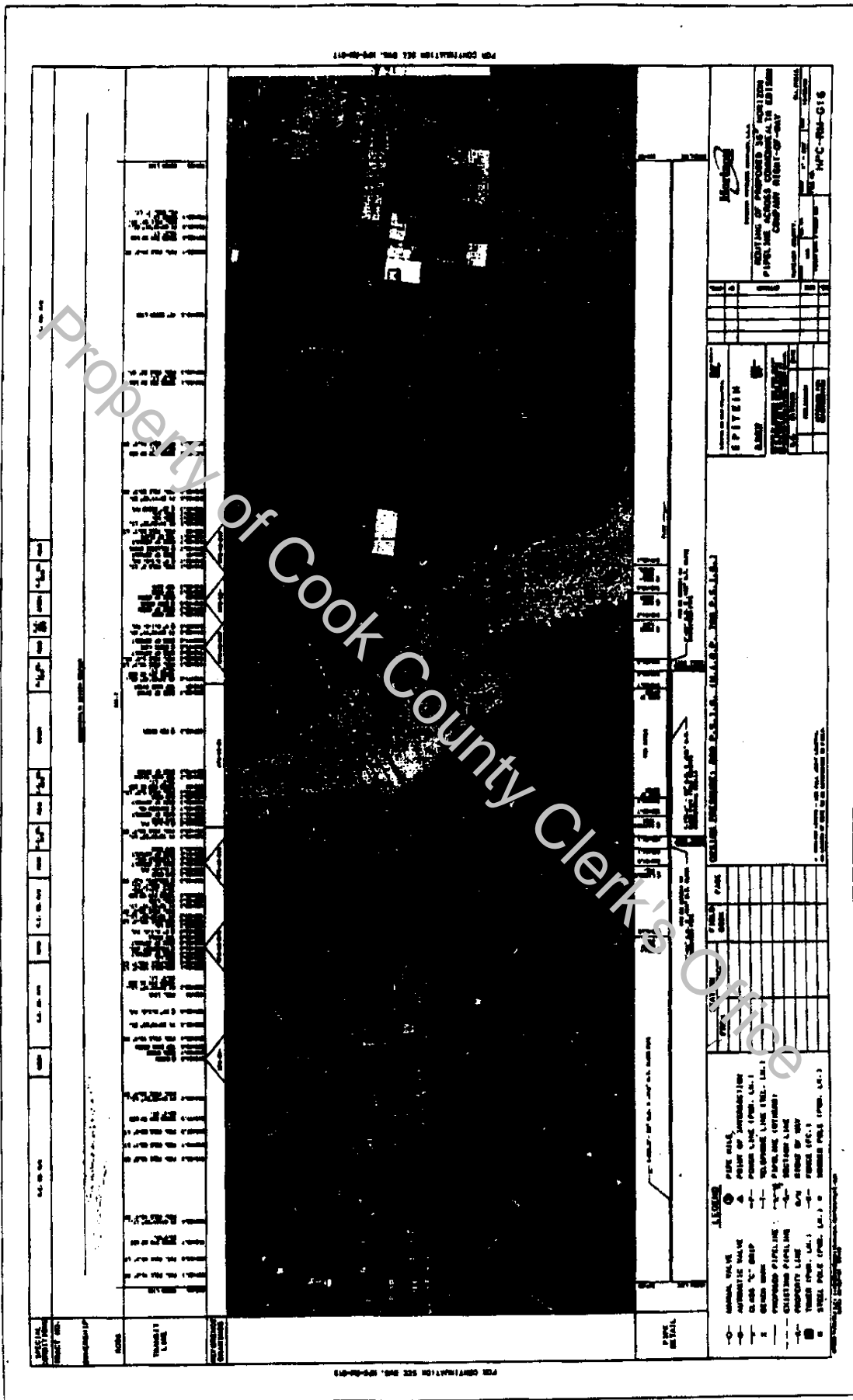
MONTH

YEAR

Property of Cook County Clerk's Office

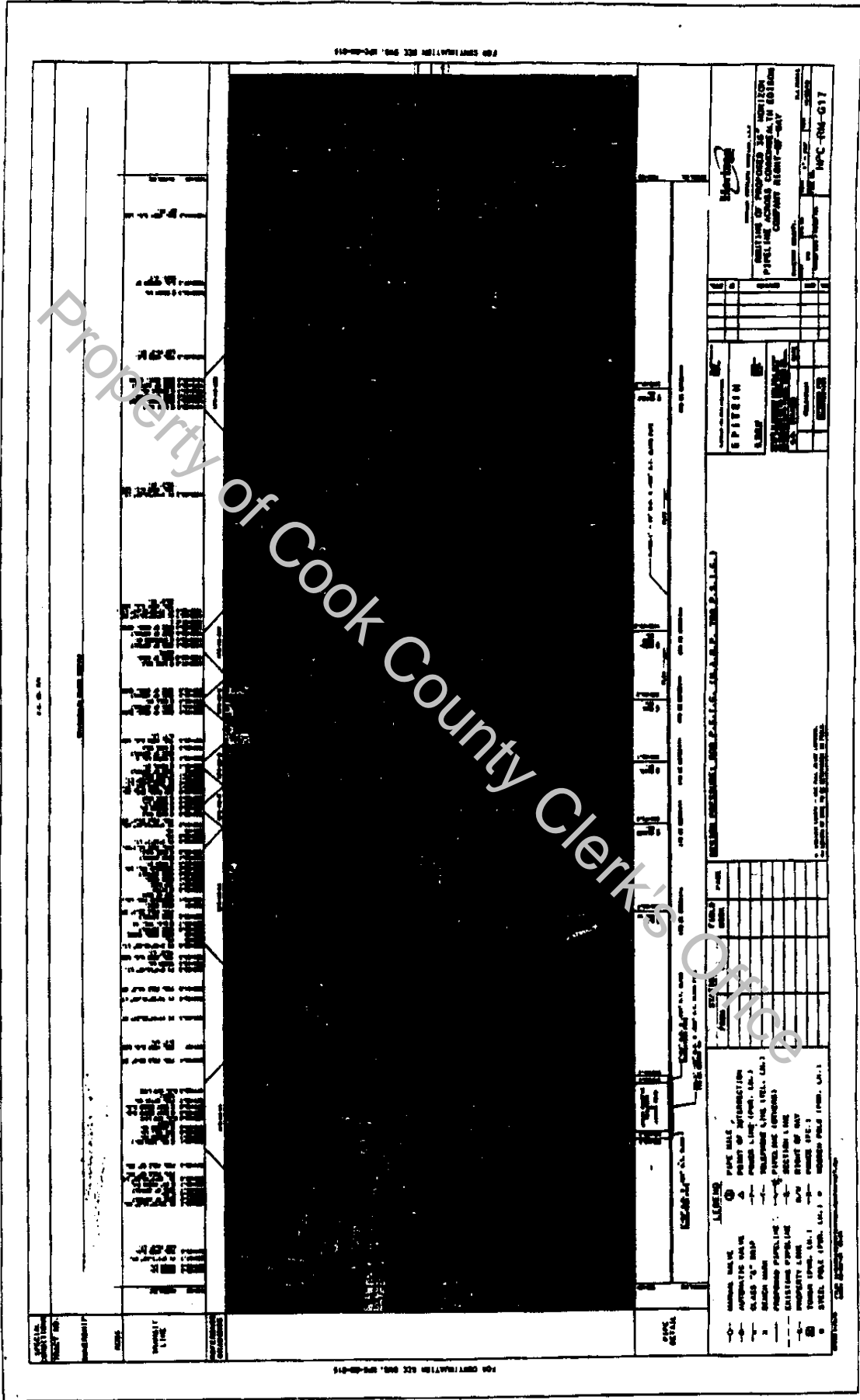
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100-00-000-000 THE ILLINOIS LAND SURVEY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

SYSTEM

MAY 19 1998

COUNTY CLERK'S OFFICE

CHICAGO, ILLINOIS

NFC-001-020

100-00-000-000 THE ILLINOIS LAND SURVEY

LEGEND

A - PARTIAL SECTION

B - SECTION

C - QUARTER SECTION

D - QUARTER SECTION

E - QUARTER SECTION

F - QUARTER SECTION

G - QUARTER SECTION

H - QUARTER SECTION

I - QUARTER SECTION

J - QUARTER SECTION

K - QUARTER SECTION

L - QUARTER SECTION

M - QUARTER SECTION

N - QUARTER SECTION

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P - QUARTER SECTION

Q - QUARTER SECTION

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T - QUARTER SECTION

U - QUARTER SECTION

V - QUARTER SECTION

W - QUARTER SECTION

X - QUARTER SECTION

Y - QUARTER SECTION

Z - QUARTER SECTION

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0010617564

222-44-040 1 040 226 4011VTR1JMS2 064

<div style="background-color: black; width: 100%; height: 100%;"></div>					<p style="text-align: center;">222-44-040 1 040 226 4011VTR1JMS2 064</p>				

<p>PROPERTY OF</p>		<p>REMARKS</p>	
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**DOCUMENT
WITH THIS EXHIBIT**

EXHIBIT

ATTACHED TO

44 Pages
24 Ex

68 Pages

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SEE PLAT INDEX