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EASEMENT AND RIGHT OF WAY AGREEMENT



Doc#: 0504108006
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 02/10/2005 09:52 AM Pg: 1 of 7

THIS AGREEMENT,
made this 20th day of September, 2004
by and between

WILLIAM J. McENERY as TRUSTEE OF THE WILLIAM J. McENERY REVOCABLE TRUST DATED APRIL 22, 1993., hereinafter referred to collectively as "Grantor", and Illinois-American Water Company, a corporation organized and existing under the laws of the State of Illinois, having an office for the transaction of business at 1000 Internationale Parkway, Woodridge, DuPage County, Illinois 60517, hereinafter referred as the "Grantee."

WITNESSETH

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and convey unto the Grantee, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the Grantor situated in the Village of Orland Hills, Cook County, Illinois; said right of way to be more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTIONS "A" AND "B"

and as shown on the sketch attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, pipe or pipes, with necessary fittings, appurtenances, and attached facilities, including laterals and connections for the transmission and distribution of water.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid water pipe lines and appurtenances; (ii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the Grantor to freely use and enjoy its interest in the premises is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure, or similar improvements shall be erected within said

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easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, the Grantor agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water mains except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipe shall be laid below the water mains. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

TO HAVE AND HOLD the above granted easement and right of way unto the Grantee, its successors and assigns, forever.

The Grantee agrees, by acceptance of this Easement and Right of Way Agreement that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the Grantee.

And the Grantor does further covenant with the Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the Grantee shall quietly enjoy the said easement and right of way.

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IN WITNESS WHEREOF, the Grantor has duly executed this AGREEMENT, all as of the day and year first above written.

ACCEPTED BY:

ILLINOIS-AMERICAN WATER COMPANY

By: Babur Khan

Title: Manager of Engineering

GRANTOR:

[Handwritten Signature]

By: [Handwritten Signature]

By: _____
(use black ink only)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public for the State of Illinois and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as _____ of Illinois-American Water Company, appeared before me this day in person and acknowledged that _____ signed and delivered the same instrument, in such capacity, as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 200_.

Notary Public

My Commission Expires:

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public for the State and County aforesaid, do hereby certify that
William J. McEnery
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 he signed and delivered the same instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of August, 2004.

Cathleen Rankovich
Notary Public



My Commission Expires:
July 13, 2007

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public for the State and County aforesaid, do hereby certify that
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 acknowledge that _____ signed and delivered the same instrument as _____ free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 200 .

Notary Public

My Commission Expires:

Return Document To:

Bob Khan, P.E., Manager of Engineering
Illinois-American Water Company
1000 Internationale Parkway
Woodridge, IL 60517-4924

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LEGAL DESCRIPTION PARCEL 2:

THE EAST 200 FEET OF THE WEST 569.85 FEET OF THE SOUTH 200 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM, THE SOUTH 50 FEET THEREOF AND THAT PART FALLING IN 171st. STREET) IN COOK COUNTY, ILLINOIS.

N:\1219\Survey\Text\LEGAL DESCRIPTION-PAR 2.doc

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EASEMENT LEGAL DESCRIPTION PARCEL 2:

THE NORTH 20 FEET AND THE SOUTH 27 FEET OF THE NORTH 47 FEET OF THE EAST 13 FEET OF THE EAST 200 FEET OF THE WEST 569.85 FEET OF THE SOUTH 200 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM, THE SOUTH 50 FEET THEREOF AND THAT PART FALLING IN 171st. STREET) IN COOK COUNTY, ILLINOIS.

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RIDGEGATE UNIT 5 SUBDIVISION PER DOCUMENT 91494819

