

UNOFFICIAL COPY



Doc#: 0808710000 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/27/2008 09:33 AM Pg: 1 of 10

SECOND AMENDMENT TO RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into this 14th day of MARCH 2008, by and between NATURAL GAS PIPELINE COMPANY OF AMERICA, a Delaware corporation (hereinafter referred to as "Natural") with its principal offices at 370 Van Gordon Street, P. O. Box 281304, Lakewood, Colorado 80228-8304, and U.G. PRAIRIE STONE LP (hereinafter referred to as "Owner" whether one or more).

WITNESSETH

WHEREAS, by instrument dated May 31, 1951 and recorded as Document No. 15106722 in the Deed Records of Cook County, Illinois, Sophie Werner, widow of Fred Werner, deceased, did grant, bargain, sell, convey and warrant to Texas Illinois Natural Gas Pipeline Company, its successors and assigns, a Right-of-Way and Easement to construct, reconstruct, operate, maintain, repair, alter, replace, move, and remove, a pipeline for the transportation of natural gas, together with the right of ingress and egress on said right-of-way only at convenient points for such purposes and all other rights necessary or convenient for the enjoyment of the privileges herein granted, including, but not limited to, the construction of such surface or subsurface appliances and appurtenant facilities as, in Grantee's judgment, may be necessary or convenient for such

UNOFFICIAL COPY

operation, under, upon, over, through and across the following real estate situated in Cook County, State of Illinois, to wit:

The S 20.04 chains of the E ½ of the SW ¼ and the S 20.04 chns of the W ½ of the SE ¼ of Sec 33, Twp. 42 N, R. 9 E. ALSO the N 15.68 chns of the W 25.64 chns of the E fractional ½ of Sec 3, T 41 N, R. 9 E. (ALSO that part of the W fractional ½ of Sec 3 aforesaid desc as follows: Beg. on N line of Sec 3 aforesaid at a point 19.8 chns E of the NW cor of Sec. 3; th. S 21.71 chns; th. E to point on E line of the W fractional ½ of Sec. 3, 21.69 chns S of the NE cor of the said W fractional ½ ; th. N 21.69 chns. to the NE cor of said W fractional ½ ; th W along N line of Sec. 3 aforesaid 19.90 chns to point of beginning, all in Cook County, Illinois.)

WHEREAS, a pipeline has been constructed on said real estate pursuant to the authority granted by the aforesaid instrument; and

WHEREAS, Natural is the successor in interest to all the right, title and interest of Texas Illinois Natural Gas Pipeline Company in and to said real estate acquired by virtue of the aforesaid instrument and the pipeline constructed thereunder; and

WHEREAS, by instrument dated March 11, 1981 and recorded as Document No. 25808170 in the Deed Records of Cook County, Illinois, Natural did release and quitclaim unto the then present owner(s) of the above described property, their grantees, heirs, successors and assigns, all of its right, title and interest in and to the above described real estate; save and except the part thereof which is described as follows:

The 75' wide easement lying 25' easterly of existing pipeline and 50' westerly of said pipeline across the following described property: The south 20.04 chains of the East ½ of SW¼ and the South 20.04 chains of the West ½ of S. E. ¼ of Section 33, T-42-N, R-9-E of the 3rd P.M.;

UNOFFICIAL COPY

also that part lying north of the North Line of the Northern Illinois Toll Highway of the North 15.68 chains of the west 25.64 chains of the East Fractional $\frac{1}{2}$ of Section 3, T-41-N, R-9-E of the 3rd P.M., said pipeline location described as follows:

Beginning at a point on the North line of the Northern Illinois Toll Highway Right-of-Way 696.74' West of the East Line of the West 25.64 chains of the East fractional $\frac{1}{2}$, Section 3, T-41-N, R-9-E of the 3rd P.M. hence North 37 degrees 55' 00" West a distance of 76.42' to the North line of said section 3, T-41-N, R-9-E of the 3rd P.M. at a point 104.47' due west of the South $\frac{1}{4}$ corner of Section 33, T-42-N, R-9-E of the 3rd P.M., hence continue North 37 degrees 55' 00" West a distance of 347.32', hence North 27 degrees 20' 40" West a distance of 754.75', hence North 3 degrees 15' 00" East a distance of 378.83' to the North line of the South 20.04 chains of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 33 and a point 662.63' Easterly of the Northwest corner of said North 20.04 chains of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 33, all in Cook County, Illinois.

WHEREAS, pursuant to a letter of agreement dated July 30, 1991 a portion of the pipeline constructed on said real estate was relocated to accommodate reconfiguration of the Route 59 interchange with Interstate Highway 90; and

WHEREAS, Owner and Natural entered into an Amendment of Right of Way Agreement dated January 31, 2006 an recorded as Document No. 0604708108 in the Deed Records of Cook County, Illinois; and

WHEREAS, Owner, as owner of a portion of the real estate described in the aforesaid instruments, and Natural agree that the description of the right-of-way for the pipeline constructed and maintained thereon is inaccurate and should be replaced with an accurate easement description on

UNOFFICIAL COPY

Owner's real estate, which Natural is willing to do.

NOW THEREFORE, it is agreed between Natural and Owner that the following description of the right-of-way for the pipeline located in the real estate described by **Exhibit "A", attached hereto and made a part hereof**, replaces that used in the aforesaid instruments and reads as follows:

A strip of land 50 feet in equal width located in part of Lot 6A of the Final Plat of Resubdivision of Lots 5 and 6 in Sears Business Park Amended Plat of Subdivision, being a Resubdivision of part of Sections 32 and 33, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded April 20, 2001 as Document No. 0010323867 in the Office of the Recorder in Cook County, Illinois, and being more particularly described as being 25 feet on each side of the following described existing pipeline centerline: Beginning at a point on the North line of said Lot 6A 381.22 feet westerly of the Northeast corner of Lot 6A; thence South 02 degrees 05' 05" West a distance of 220.66 feet; thence South 52 degrees 37' 29" East a distance of 232.30 feet to a point on the Easterly line of said Lot 6A, said point being South 29 degrees 37' 33" West a distance of 413.96 feet from the Northeast corner of said Lot 6A, in Cook County, Illinois, hereinafter referred to as the "Easement Premises".

Also a 25 foot wide strip of land abutting the easterly line of the Easement Premises for the purpose of work space to be utilized by Natural to construct, reconstruct, operate, maintain, repair, alter, replace, move and remove any facilities under the terms of the aforesaid instrument on the Easement Premises, provided however, that no subsurface excavation will be done by Owner on said 25 foot wide strip of land

UNOFFICIAL COPY

which shall hereinafter be referred to as the “Work Space Area.”

FURTHER, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is agreed as follows:

1. Owner hereby covenants and agrees that no water retaining structures, buildings, foundations, light poles, pole mounted signs, structures, trees or obstructions of any kind shall be placed, built or constructed over, under or upon the Easement Premises or Work Space Area, and that the grade will not be changed over the pipeline; provided, however, roadways, ditches, drains, pipelines, telephone, telegraph and power lines may be constructed across (as distinguished from running lengthwise), upon and over the Easement Premises and Work Space Area, upon first notifying Natural, in writing, of the route of the crossing and the type and manner of constructing such crossing. The Final Engineering Plans for Prairie Stone Crossing dated January 9, 2008 prepared by V3 Companies, the Drawing Index, Symbols, Site Plan dated January 10, 2008 prepared by Built Form Architecture, the Landscape Plan dated October 11, 2007 prepared by Brickman, and the Electrical Plans dated October 31, 2007 prepared by Built Form Architecture herein submitted to Natural with this Amendment have been approved in writing by Natural. The plans for any such future crossing are subject to the approval in writing by Natural, which approval will not be unreasonably withheld.

UNOFFICIAL COPY

2. Except in the case of emergencies, Natural shall use reasonable efforts to notify Owner prior to commencing any construction, maintenance or repair work in the Easement Premises and Work Space Area that may cause material interference to Owner or its Permittees.
3. Any notices, requests, submission of plans, instructions or other documents to be given or submitted under the terms of this document or the above-mentioned instrument granting a right-of-way to Natural, or under the terms of any document or instrument executed pursuant thereto shall be in writing and shall be delivered by registered or certified mail, return receipt requested, or by reputable overnight delivery service addressed to the party to which the notice is given at the address shown below or at such other address as either party may designate in writing to the other party, and shall be deemed to have been given when received or refused.

If any notice is addressed to Natural it shall be delivered to:

Natural Gas Pipeline Company of America

23725 West County Farm Road

Shorewood, IL 60431

Attn: Supervisor of Right-of-Way, File VX-207

Phone (815) 272-9135

Fax (815) 272-9126

With a copy to: Operations Manager at address above

Phone (815) 272-9102

Fax (815) 272-9124

If any notice is addressed to Owner it shall be delivered to:

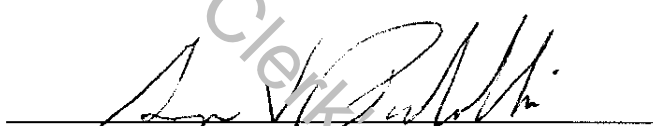
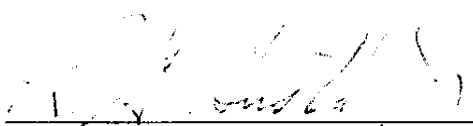
UNOFFICIAL COPY

U. G. Prairie Stone LP
120 S. Howard St., Suite 450
San Francisco, CA 94105
Attn: Jerry Engen
Phone 415-707-7008
Fax 415-707-7009

4. Except as herein modified and amended, the above-mentioned instruments granting a right-of-way to Natural is hereby ratified, affirmed, adopted and warranted by Owner in every respect as written, and the same is hereby declared to be in full force and effect.
5. The instruments and all of their terms and provisions shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

ATTEST:

NATURAL GAS PIPELINE COMPANY OF AMERICA



George V. Podolski
Supervisor of Land & R/W
Attorney-In-Fact

ATTEST:

U. G. PRAIRIE STONE LP
By: UG Properties, LLC, its General Partner



By: 

Name/Title: William B. Stevenson, Jr.
Managing Member

UNOFFICIAL COPY

ACKNOWLEDGEMENTS

STATE OF Illinois §

COUNTY OF Will §

I, R. G. HUSTAD JR., a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that George V. Podolski personally known to me to be the Supervisor of Land & R/W Attorney-in-Fact of Natural Gas Pipeline Company of America, a Delaware Corporation, and to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 11th day of MARCH 2008, 2008.

(SEAL)



R. G. Hustad Jr.
Notary Public

STATE OF _____ §

COUNTY OF _____ §

see attached California Acknowledgment

The foregoing instrument was acknowledged before me on this _____ day of _____, 2008 by _____ of _____.

(SEAL)

Notary Public

UNOFFICIAL COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco }

On 2/27/08 before me, Emily Neely, notary public
Date Here Insert Name and Title of the Officer

personally appeared William B. Stevenson, JR
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Emily Neely
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Second Amendment of Right of Way Agreement

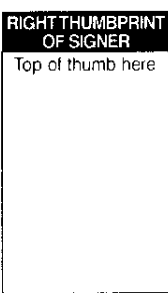
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

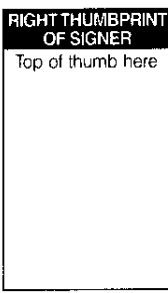
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

UNOFFICIAL COPY

This instrument prepared by George V. Podolski for and on behalf of Natural Gas Pipeline Company of America, 747 East. 22nd Street Lombard, Illinois 60148

After recording return to: Natural Gas Pipeline Company of America
Land & R/W Department
P. O. Box 2427
Joliet, IL 60434

Exhibit "A"

Lot 6A of the Final Plat of Resubdivision of Lots 5 and 6 in Sears Business Park Amended Plat of Subdivision, being a Resubdivision of part of Sections 32 and 33, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded April 20, 2001 as Document No. 0010323867 in the Office of the Recorder in Cook County, Illinois.

PIN 01-33-303-008-0000