

UNOFFICIAL COPY

This instrument was prepared by and
after recording return to:



John M. Mack
Praxair, Inc.
175 East Park Drive
Tonawanda, NY 14150

Doc#: 0833819053 Fee: \$56.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/03/2008 01:39 PM Pg: 1 of 10

Property of Cook County Office

RIGHT-OF-WAY

THAT FOR IN CONSIDERATION of the sum of TEN DOLLARS AND NO CENTS (\$10.00) and other valuable consideration paid to South Chicago Property Management Company, Ltd., an Ohio Limited Liability company whose address is 11600 South Burley Avenue, Chicago, IL 00617, (hereinafter called "Grantor"), the receipt of which is hereby acknowledged, Grantor does hereby grant to Praxair, Inc., a Delaware corporation, its successors and assigns (hereinafter called "Grantee"), whose address is 39 Old Ridgebury Road, Danbury, CT 00810, a non-exclusive, ten foot (10') wide right of way and easement to at any time and from time to time lay, construct, maintain, operate, replace, protect, repair, and change the size of one pipeline including fittings and corrosion control equipment (hereinafter called the "Pipeline") for the transportation of industrial gases with all incidental equipment and materials, on, over and through the following described lands, situated in Cook County and State of Illinois, to wit: a right of way and easement as described in Exhibit A and depicted in Exhibit B, each of which is attached hereto and made a part hereof (the "Right of Way and Easement")

It is distinctly understood and agreed that this does not constitute a conveyance of any part of the lands above described nor of the minerals therein and thereunder, but grants only the right of way and easement as above provided.

Grantor retains for itself and its heirs and assigns the right to pave on top of and park on top of the right of way and easement granted herein and all other rights and uses that do not specifically unreasonably interfere with Grantee's use of the rights granted herein and any protective measures that may be necessary to protect the Pipeline in connection with Grantor's exercise of any such rights shall be the sole responsibility of Grantee.

S-Y
P-10
M-Y
MP

UNOFFICIAL COPY

Grantee shall install the Pipeline and incidental equipment and materials in accordance with all applicable governmental rules and regulations, and shall install the Pipeline and all incidental equipment and materials (except markers, vents, corrosion protection leads and valves) at a depth of at least three (3) feet below the natural surface elevation of the ground at the time of installation. If any other improvements above the natural surface elevation of the ground are required by Grantee, Grantee must obtain Grantor's prior written consent, which consent shall not be unreasonably withheld. Grantee shall, at Grantee's sole expense, as promptly as reasonably possible, repair and pay for any damages to fences, blacktop, concrete or any other improvements that may result from Grantee's exercise of any of the rights and privileges hereby granted. After the Pipeline has/have been installed, Grantee shall not thereafter be responsible for maintaining any landscaping or appurtenances placed by Grantor on the right of way and easement, nor shall Grantee be responsible for replacing any landscaping or appurtenances unless damaged by Grantee.

Grantee, at Grantee's expense, shall, within one hundred eighty (180) days after receipt of written notice from Grantor, relocate the Pipeline, or such portion of the Pipeline as Grantor may require, along a different right of way and easement on Grantor's property as shown by a drawing furnished to Grantee with such written notice. In the event of such relocation, all of the terms and conditions herein provided shall apply to the Pipeline or portion of the Pipeline so relocated, and this instrument shall be amended to show any change in the location of the Pipeline or portion thereof.

Grantee shall indemnify, defend and hold harmless Grantor from and against all claims, damages, losses and liabilities for any personal injury, death or property damage arising out of Grantee's exercise of any rights granted herein except to the extent any such claims, damages, losses or liabilities arise out of the fault of negligence of Grantor, its employees, agents or contractors.

The terms and provisions hereof shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Grantor and Grantee, and Grantee is expressly granted the right to assign the right of way and easement granted herein, or any part thereof or interest therein, and the same shall be divisible among two or more parties as to any right or interest created herein.

Grantee, its successors and assigns, shall have and hold the Right of Way and Easement granted herein forever or until the Right of Way and Easement is released by recordable instrument.

In consideration of the rights granted herein, Grantee hereby acknowledges that Grantee has no additional rights of any kind or nature with respect to the Right of Way and Easement and hereby releases, abrogates and terminates any such rights, if any, other than as expressly set forth in this Agreement.

UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the 20th day of November, 2008.

GRANTOR
South Chicago Property
Management Company, LTD.

By: [Signature]
Title: President
Date: 11/22/08

GRANTEE
Praxair, Inc.

By: [Signature]
Title: Right of Way Associate
Date: 11/21/08

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF OHIO

COUNTY OF CUYAHOGA

On this 20th day of NOVEMBER, 2008, before me KELLI L. HILEWICK, the undersigned Notary Public, personally appeared STEVE JOSEPH who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal

Kelli L. Hilewick
Notary Public

KELLI L. HILEWICK
Notary Public, State of Ohio, Exp. 02/28/10
10700 Woodloch Forest Dr., Columbus, OH 43240

STATE OF New York

COUNTY OF Niagara

On this 21st day of November, 2008, before me Anthony M. Pellegrino, the undersigned Notary Public, personally appeared John M. Mack who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal

Anthony M. Pellegrino 11/21/08
Notary Public

ANTHONY M. PELLEGRINO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NIAGARA COUNTY
MY COMMISSION EXPIRES DECEMBER 28, 2009

UNOFFICIAL COPY**David D. Orr****Clerk of Cook County****COUNTY OF COOK MAP DEPARTMENT**Date: 10-01-2008**THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:****26 - 19 - 200 - 017 - 0000** BEARS THE FOLLOWING LEGAL DESCRIPTION:

THAT PART OF LOTS 1 TO 3 TAKEN AS A TRACT LYING EAST OF THE RAILROAD, EXCEPT THE PART TAKEN FOR THE WIDENING OF THE RIGHT OF WAY PER DOCUMENT #74L13838, AND EXCEPT STREET, AND EXCEPT THE WEST 267 FEET OF THE EAST 300 FEET OF THE NORTH 530 FEET OF SAID TRACT, IN COUNTY CLERK'S DIVISION OF LOTS 1, 2 AND 3 IN DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19 TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Fee: \$5.00

A handwritten signature in cursive script, appearing to read "Robert L. Lyle".

Supervisor of Maps and Plats

EXHIBIT A SHEET 1 of 3

UNOFFICIAL COPY

David D. Orr

Clerk of Cook County

COUNTY OF COOK MAP DEPARTMENT

Date: 10-01-2008

THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:

26 - 19 - 200 - 010 - 0000 BEARS THE FOLLOWING LEGAL DESCRIPTION:

THE WEST 267 FEET OF THE EAST 300 FEET OF THE NORTH 530 FEET OF LOTS 1 AND 3 IN COUNTY CLERK'S DIVISION AND LOT 4 IN DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 ALL TAKEN AS A TRACT EXCEPT THE PART TAKEN FOR THE WIDENING OF THE RIGHT OF WAY AS PER DOCUMENT #74L13839, IN SECTION 19 TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Fee: \$5.00

[Handwritten Signature]
Supervisor of Maps and Plats

EXHIBIT A SHEET 2 OF 3

UNOFFICIAL COPY**David D. Orr****Clerk of Cook County****COUNTY OF COOK MAP DEPARTMENT**Date: 09-30-2008**THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:****26 - 19 - 200 - 033****BEARS THE FOLLOWING LEGAL DESCRIPTION:**

PART LOTS 4 TO 6 TAKEN AS A TRACT LYING NORTH OF A LINE 1217 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 19 AND LYING EAST OF THE EAST LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD RIGHT OF WAY, (EXCEPT THAT PART TAKEN FOR PUBLIC STREET) & (EXCEPT THAT PART TAKEN FOR THE WIDENING OF AVENUE "O") & (EXCEPT THAT PART OF LOT 6 DESCRIBED AS THE WEST 183.90 FEET AS MEASURED ON THE NORTH LINE AND THE WEST 145.07 FEET AS MEASURED ON THE SOUTH LINE OF THE NORTH 500 FEET OF THE SOUTH 631.24 FEET OF THAT PART OF LOT 6 LYING EAST OF THE RAILROAD) & (EXCEPT THAT PART OF LOT 4 LYING WITHIN THE PARCEL DESCRIBED AS THE WEST 267 FEET OF THE EAST 300 FEET OF THE NORTH 530 FEET LYING WEST OF THE WEST LINE OF AVENUE "O") IN DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN.



Fee: \$5.00

Supervisor of Maps and Plans

EXHIBIT A SHEET 3 OF 3

UNOFFICIAL COPY

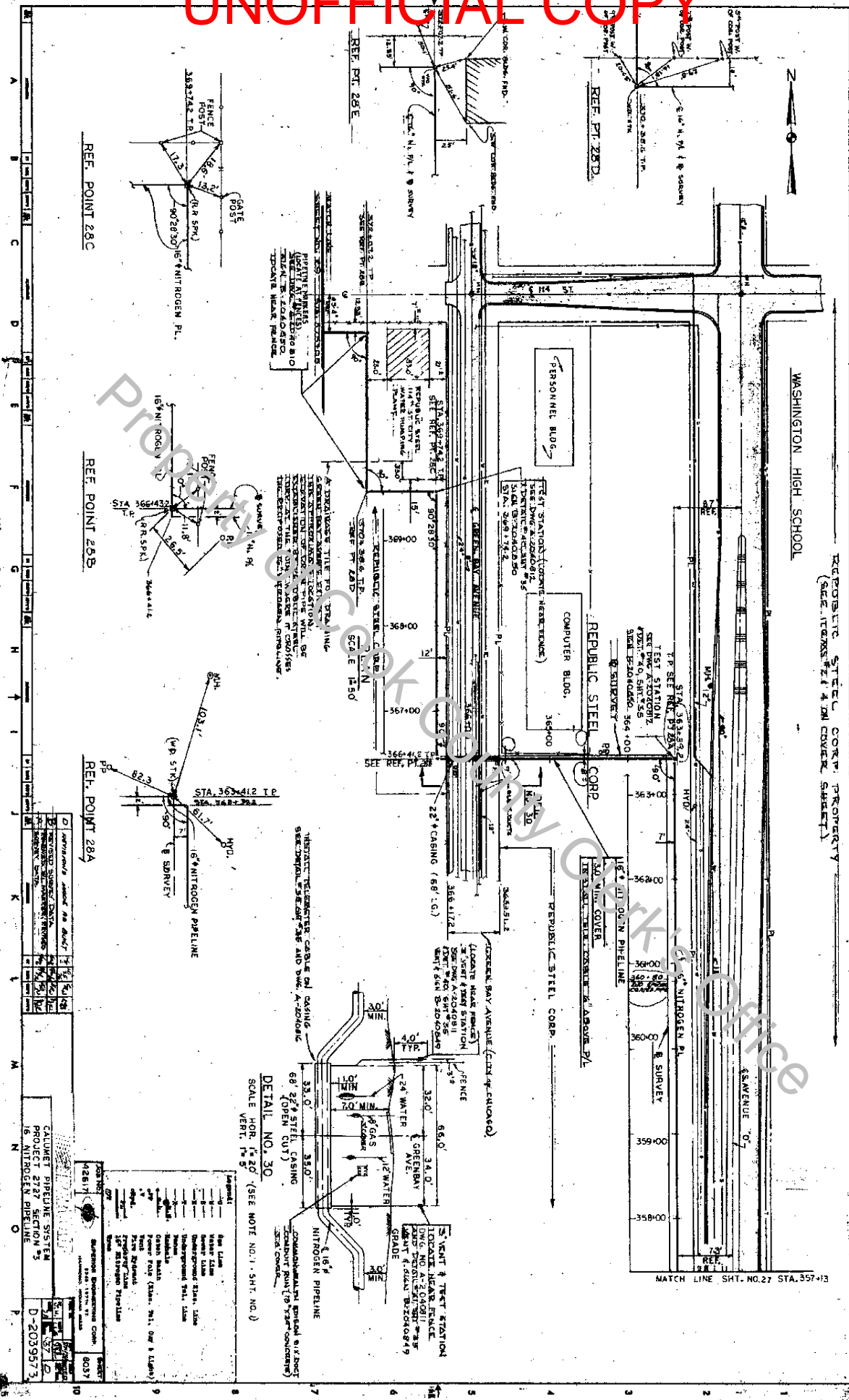
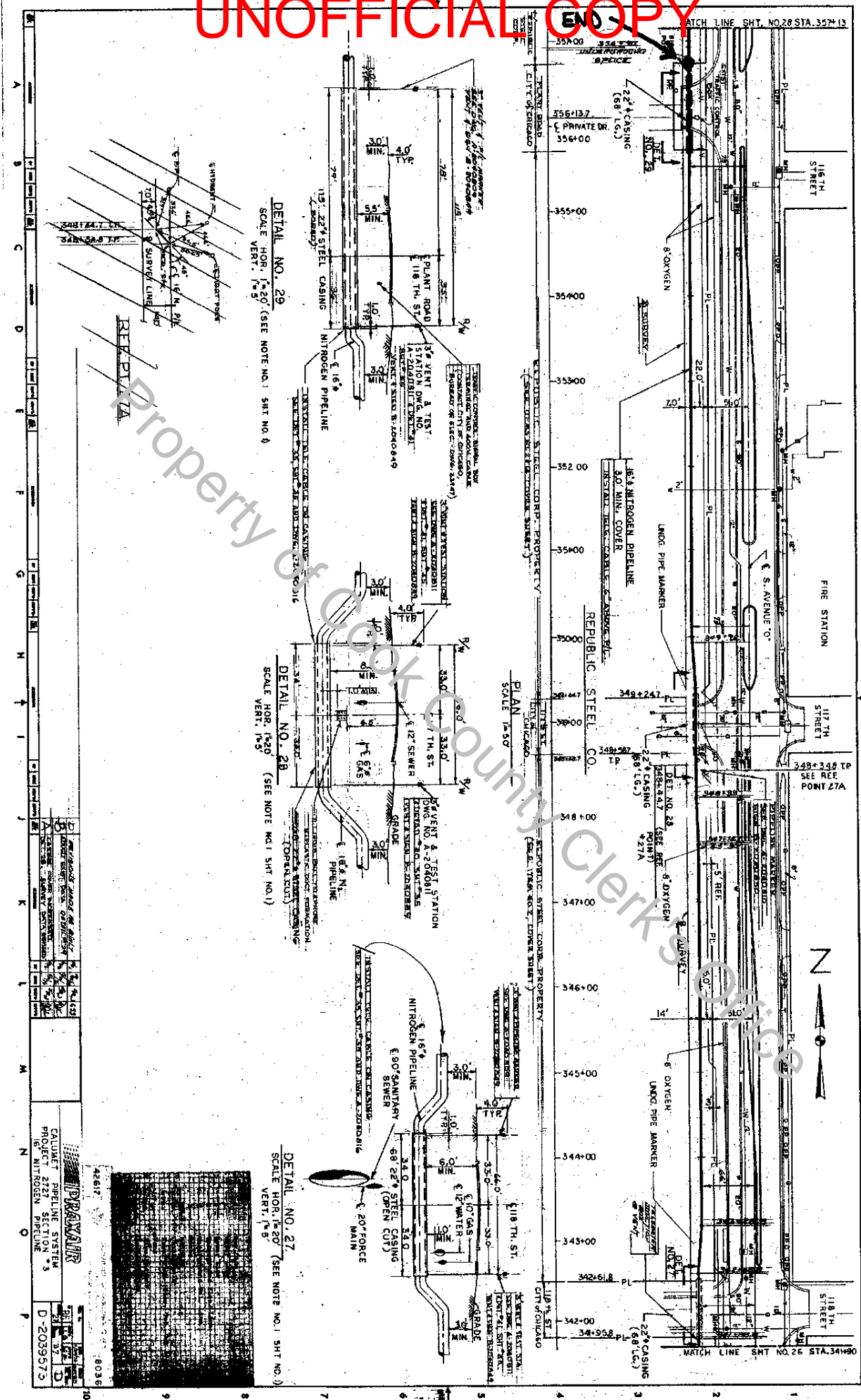


EXHIBIT B SHEET 2 OF 3

UNOFFICIAL COPY



DETAIL NO. 29
 SCALE HOR. 1"=20' (SEE NOTE NO. 1 SHT NO. 8)
 VERT. 1"=5'

DETAIL NO. 28
 SCALE HOR. 1"=20' (SEE NOTE NO. 1 SHT NO. 1)
 VERT. 1"=5'

DETAIL NO. 27
 SCALE HOR. 1"=20' (SEE NOTE NO. 1 SHT NO. 1)
 VERT. 1"=5'

DATE	BY	CHKD.	APP'D.
10/15/13	J. D. [Signature]	[Signature]	[Signature]
10/15/13	[Signature]	[Signature]	[Signature]
10/15/13	[Signature]	[Signature]	[Signature]
10/15/13	[Signature]	[Signature]	[Signature]

CALUMET PIPELINE SYSTEM
 PHASE 2
 NITROGEN PIPELINE
 D-2039573