



Doc#: 1322616008 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/14/2013 10:01 AM Pg: 1 of 4

SUPPLEMENTAL AMENDMENT TO RIGHT OF WAY AGREEMENT

This Agreement is entered into this 21st day of JUNE, 2013 by and between Natural Gas Pipeline Company Of America LLC, a Delaware limited liability company, (hereinafter referred to as ("Natural")) with an office at 23725 West County Farm Road Shorewood, Illinois 60431 and Gianni Gallardo and Nicole Gallardo, his wife whose address is 1015 Stratford Circle Streamwood, Illinois 60107 (hereinafter referred to as "Owners").

WHEREAS Texas Illinois Natural Gas Pipeline Company ("Texas") entered into a certain Right of Way Option dated May 5, 1951 granting unto Texas, its successors and assigns a Right of Way and Easement to construct, reconstruct, operate, maintain, repair, alter, replace, move, and remove a pipeline and thereafter exercised by said company on May 23rd 1951, which instrument was recorded as Document No. 15084274, in Book 46761, Page 20 in the Records of Cook County, Illinois, and;

WHEREAS Texas filed a certain Amendment of Right of Way Agreement to the aforementioned Right of Way Option dated November 19, 1957. Said Amendment defined the limits of the easement area and was recorded on December 26, 1957 as Document No. 17097252, in Book 55782, Page 80 in the Records of Cook County, Illinois, and;

WHEREAS said Right of Way Option and Amendment of Right of Way Agreement shall hereinafter be collectively referred to as "the Natural Easement", and;

WHEREAS Natural has succeeded to all of the right, title and interest of Texas in and to the above described instruments, and;

WHEREAS Owners have acquired a portion of the property which was subject to the Natural Easement thereto on the following described "Parcel" of land to wit:

Lot 374 in Woodland Heights Unit 1, being a Subdivision in the South ½ of Section 23 and the North ½ of Section 26, Township 41 North, Range 9 East of the Third Principal Meridian, In Cook County, Illinois. P.I.N. 06-26-206-019-0000

WHEREAS Natural and Owners desire to supplement the Natural Easement thereto only in so far as it affects the Parcel.

NOW THEREFORE in consideration of the mutual covenants herein stated, Natural and Owners agree as follows:

UNOFFICIAL COPY

1. Natural agrees that the Owners may construct, replace and repair the following "Improvement" over a portion of the Natural Easement on the Parcel.

A 21 foot diameter above ground swimming pool to be located no closer than 10 feet south of the pipeline currently located on the Parcel as shown on the plan labeled Exhibit "A" which is attached hereto and made a part hereof.

2. Owners for themselves and all successors and assigns to the title of the Parcel agree to the following:
 - A. In the event Natural, its employees, agents, contractors or subcontractors damage the Improvement, Natural shall have no obligation to replace or repair the Improvement neither shall Natural be responsible or have any liability for interruptions to the use of the Improvement occasioned by Natural's use of the Natural Easement.
 - B. Owners shall not cause or permit the depth of cover on the Natural Easement to be reduced.
 - C. Owners shall not cause or permit any heavy loads (greater than 15000 pounds per axle) to cross the Natural Easement.
 - D. Any excavation taking place within 15 feet of the pipeline on the Natural Easement shall require physical monitoring by Natural's on-site representatives. Owners shall notify Natural at 815-272-9179 Ext. 79103 or 79154 at least 48 hours prior to any construction activities.
 - E. No structures or obstructions of any kind, other than the proposed Improvement, will be permitted on the Natural Easement. Any other permanent objects placed on the Natural Easement will be removed at the expense of Owners.
 - F. All contractors working on the Parcel and Natural's Easement must be made aware of Natural's requirements and shall be contractually responsible for compliance. The requirements are listed on Natural's O&M Procedure 204 at OM200-29 "Guidelines for Design and Construction near Kinder Morgan Operated Facilities" consisting of three (3) pages. A copy of the "Guidelines" has been provided to Owners.
3. Owners acknowledge that Natural operates a high pressure pipeline on the Natural Easement. Owners agree that should Owners fail to adhere to the provisions of this supplemental amendment, Natural may have no adequate remedy at law. Owners therefore agree that Natural may seek injunctive relief or an emergency order to enforce the provisions of this amendment.
4. Except as specifically herein amended, all of the terms and conditions of the Natural Easement shall remain in full force and effect. This supplemental amendment shall be binding on the heirs, assigns and successors of the respective Owner or Owners of the Parcel.

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NATURAL GAS PIPELINE COMPANY OF AMERICA LLC

BY: [Signature]

NAME: JOHNNY MCGEE

TITLE: ATTORNEY IN FACT

OWNERS

[Signature]
Gianni Gallardo

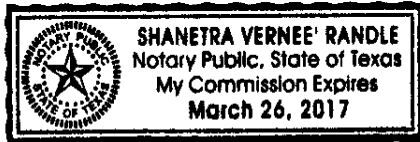
[Signature]
Nicole Gallardo

Property of Cook County Clerk's Office

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on 11th July, 2013
by Johnny McGee as Attorney in fact
of Natural Gas Pipeline Company of America LLC.
(SEAL)

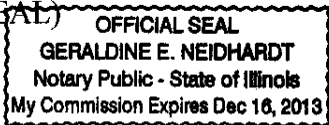


[Signature]
Notary Public

STATE OF ILLINOIS)

COUNTY OF COOK)

This instrument was acknowledged before me on 21st June, 2013
by _____
(SEAL)



[Signature]
Notary Public

UNOFFICIAL COPY

PLAT OF SURVEY

BY

JOHN M. HENRIKSEN

576 E. NORTHWEST HIGHWAY DES PLAINES, ILLINOIS 60016
 TEL. 847-795-0301 FAX. 847-795-0302
 WWW.HENRIKSENSURVEY.COM

OF

LOT 374 IN WOODLAND HEIGHTS UNIT NO. 1, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 23 AND THE NORTH 1/2 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1015 STRATFORD CIRCLE
 STREAMWOOD, IL

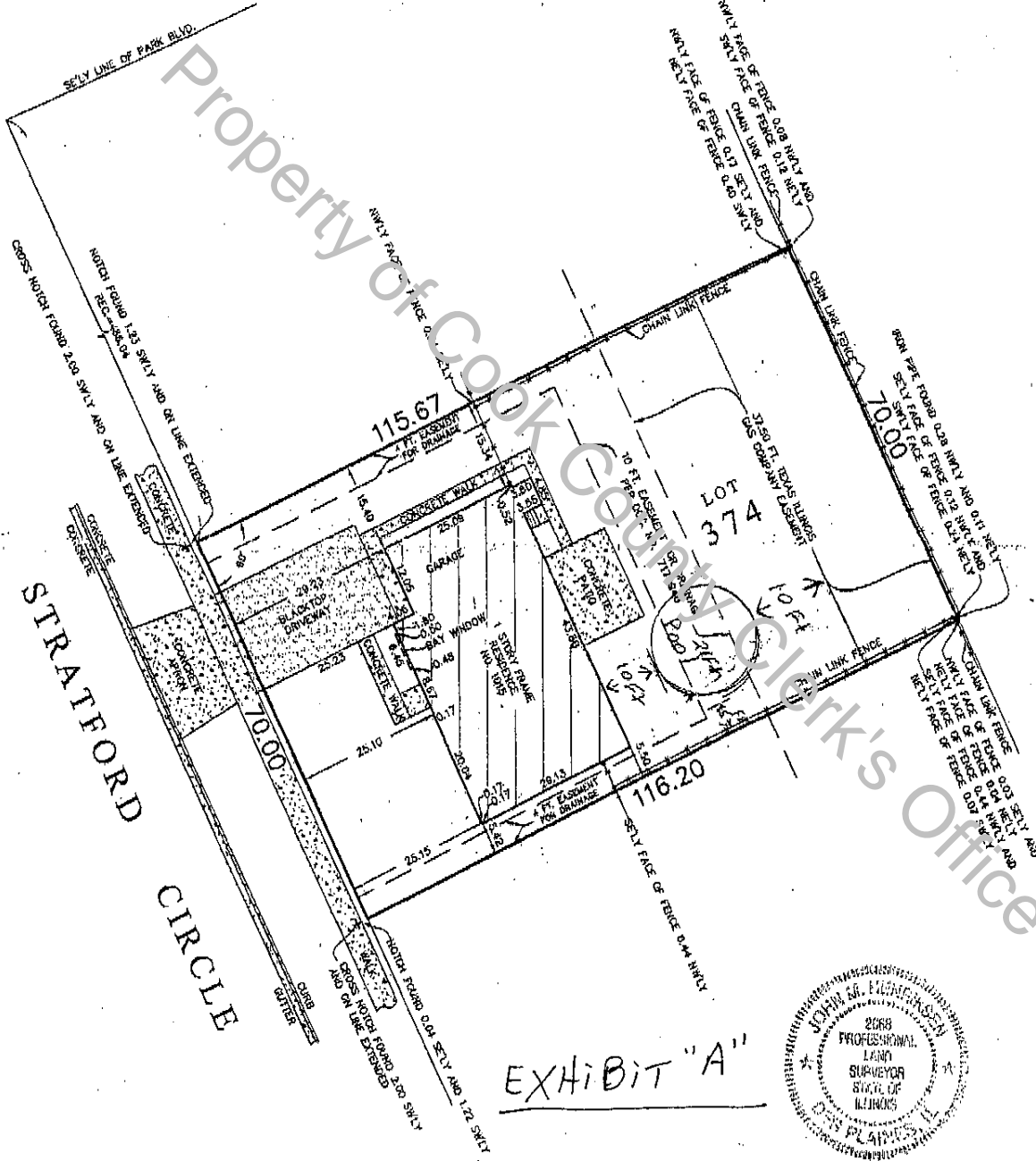


EXHIBIT "A"



ORDER NUMBER: **090159**

SCALE: 1 INCH = 20 FEET

ORDERED BY: **CARLOS A. DE LEON - ATTORNEY**

BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE BUILDING LINES AND EASEMENTS AS SHOWN ON THE RECORDED SUBDIVISION PLAT. CONSULT LOCAL AUTHORITIES FOR BUILDING LINES ESTABLISHED BY LOCAL ORDINANCES.

PLEASE CHECK LEGAL DESCRIPTION WITH DEED.

COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCY IMMEDIATELY.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

FRACTIONAL INCH EQUIVALENTS OF HUNDREDTHS OF A FOOT

0.01-1/8"	0.23-5"
0.02-1/4"	0.33-6"
0.03-3/8"	0.37-6 1/2"
0.04-1/2"	0.58-1 1/2"
0.05-5/8"	0.62-1 1/2"
0.06-3/4"	0.65-1 3/4"
0.07-7/8"	0.81-1 7/8"
0.08-1"	0.82-1 7/8"
0.09-1 1/8"	0.87-1 11/8"
0.10-1 1/4"	0.87-1 1/4"
0.11-1 1/2"	0.91-1 1/2"
0.12-1 3/4"	0.95-1 3/4"
0.13-1 7/8"	0.95-1 7/8"
0.14-1 7/8"	0.99-1 7/8"
0.15-1 3/4"	1.00-1 3/4"
0.16-1 1/2"	1.00-1 1/2"
0.17-1"	

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

STATE OF ILLINOIS)
 COUNTY OF COOK)

I, JOHN M. HENRIKSEN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HERON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. DIMENSIONS ARE SHOWN IN FEET DECIMAL PARTS THEREOF.

DES PLAINES, ILLINOIS OCTOBER 27, 2009
John M. Henriksen
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2668
 LICENSE EXPIRES NOVEMBER 30, 2010.