



Doc#: 1328329028 Fee: \$68.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/10/2013 10:45 AM Pg: 1 of 16

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AMENDMENT TO EASEMENT GRANT

This Amendment to Easement Grant ("Amendment") is entered into effective this 16 day of Aug, 2013, between **BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 508**, (hereinafter called "Grantor"), and **THE PEOPLES GAS LIGHT AND COKE COMPANY**, a corporation organized and existing under the laws of the State of Illinois ("Grantee").

This Amendment is to that certain Grant of Easement ("Easement") dated January 2, 1973 recorded with the Cook County Recorder of Deeds on January 12, 1973 as Document No. 22-186-329, **Attachment C**.

Grantor, the present owner of the property burdened by the Easement and Grantee, the present holder of the Easement, desire to amend the Easement as set forth herein:

AGREEMENT

FOR AND IN CONSIDERATION of the sum of Three Thousand Dollars (\$3000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed between Grantor and Grantee that the following provisions shall control:

The recitals above are incorporated herein.

S 401
P 96
S /
M NO
SC NO
E 401
INT 401

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Grantor grants unto Grantee, and unto its successors and assigns, an easement to lay, install, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, remove, change the size of or abandon in place all or any part of gas main(s) or service pipe(s) and such drips, valves, valveboxes, regulators, fittings, meters and other equipment and appurtenances as may be necessary, convenient or desirable for such operations (hereinafter called "Facilities") in, upon, through, under, over, along across, and within the following described real estate situated in the **County of Cook, State of Illinois** described in **Attachment A-1** and depicted on **Attachment B**.

This instrument prepared by:

Timothy P. Walsh
Contract Administrator
An Attorney for the
Peoples Gas Light and Coke Company
130 E. Randolph
Chicago, Illinois 60601

Send easement to Peoples Gas for recording:

Lynn Mleziva
P.O. Box 19001
Green Bay, WI 54307-9001

Commonly known addresses:
7500 South Pulaski Ave
Chicago, IL 60652

PINs:
19-27-100-032
19-27-100-017

The Grantor also grants the Grantee the reasonable use from time to time of adjoining or adjacent land of said Grantor when reasonably required in the laying, construction, reconstruction, repair, renewal, replacement, operation, maintenance, inspection, alteration, removal, changing the size of all or abandoning in place all or any part of the Facilities, as agreed among the parties. A Temporary Construction easement that will expire when initial installation is complete is described on **Attachment A-2** and depicted on **Attachment B** ("Temporary Easement").

Grantor expressly warrants and covenants that it has good and indefeasible fee simple title to said real estate subject to this Amendment.

Both parties represent and warrant that they have the authority to execute this Amendment.

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The parties acknowledge that Grantor is a public institution of higher education and Grantee agrees to conduct its activities as far as reasonably practicable in such manner as to cause the least inconvenience and disruption to Grantor's conduct of its operations and use of its property. Except in the case of emergency, after the Temporary Easement has expired, Grantee agrees to give at least three (3) days advance notice to Grantor of any activities of Grantee with respect to the Easement or Amendment area.

Grantor retains all of its rights to the use and occupation of the real estate not inconsistent with the use by Grantee under the Easement and the Amendment. Grantor agrees that the erection or construction of any building or other structure on or over said Facilities or within five (5) feet of the centerline of the Facilities shall be deemed to be a use inconsistent with the Easement.

Grantee agrees to restore any property which is damaged by the construction, installation, operation, maintenance, repair, renewal, removal, or changing the size of said Facilities, to its original condition.

Grantee shall indemnify and hold Grantor harmless from and against any liability whatever associated with Grantee's use or occupation of the Easement or Amendment area, except where such liability arises from the gross negligence or willful misconduct of Grantor.

Grantee shall be responsible for the payment of any taxes which shall arise in connection with this agreement.

The Easement and Amendment and all rights of Grantee hereunder shall terminate: (1) in the event of default by Grantee of any of its obligations hereunder and Grantee's failure to cure the default within sixty (60) days after written notice of default from Grantor to Grantee; or (2) in the event a release instrument is executed by Grantee and recorded in the county records; or (3) in the event of abandonment of the Easement by Grantee.

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Upon termination or abandonment, of the Easement or Amendment, Grantee will properly remediate, cap, and seal the Facilities and remove exposed portions of the Facilities and deliver to Grantor a recordable release of the Easement and Amendment.

This Amendment shall be binding upon and inure to the benefit of Grantor and Grantee and their respective legal representatives, heirs, successors, assigns, lessees and licensees.

The Easement and Amendment may be amended from time to time, as may be necessary by mutual consent of both parties; provided, however, that no amendment to the Easement or Amendment shall be effective unless in writing and signed by both parties.

Notices to Grantor shall be sent to:

City Colleges of Chicago

226 W. Jackson Blvd, Chicago, Illinois 60606.

Attention: Vice Chancellor of Administrative Services

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Notices to Grantee shall be sent to:

The Peoples Gas light and Coke Company
130 E. Randolph, Chicago, Illinois 60601
Attention: Real Estate Department

And to:

PO Box 19002
700 N. Adams St.
Green Bay, WI 54307-9002
Attention: Doug Mathys

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this 16th day of AUGUST, 2013.

GRANTOR: **BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 508**

By: Craig Lyndel (C.H.)
Print Name and Title: Cheryl L. Hyman, Chancellor

GRANTEE: **THE PEOPLES GAS LIGHT AND COKE COMPANY**

By: James F. Schett
Print Name and Title: JAMES F. SCHEIT VICE PRESIDENT CFO

Approved by Grantor as to Legal Form:

E. L. Munin

Eugene L. Munin
General Counsel

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

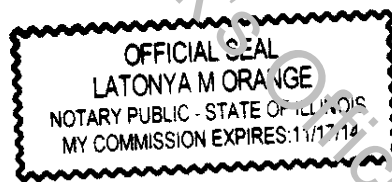
I, Latonya M. Orange, a notary public in and for said County, in the State aforesaid, do hereby certify that CRAIG LYNCH personally know to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed and as the free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal, this 16th day of August, 2013.

Latonya M. Orange
Notary Public

My Commission Expires:

Nov. 19, 2014



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GRANTEE ACKNOWLEDGMENT

STATE OF WISCONSIN))
) SS
 COUNTY OF BROWN))

I, Douglas E. Mathys, a notary public in and for said County, in the State aforesaid, do hereby certify that James F. Schott, personally know to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed and as the free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 23rd day of August, 2013.



 Douglas E. Mathys - Notary Public

My Commission Expires:

March 16, 2014

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Attachment A-1

10' PERMANENT EASEMENT - DALEY

A 10 FOOT PERMANENT EASEMENT THE CENTERLINE BEING THAT PART OF THE NORTH $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 4408.50 FEET OF SAID SECTION 27 WITH A LINE HEREINAFTER REFERRED TO AS "LINE A", WHICH EXTENDS EAST FROM A POINT ON THE WEST LINE OF SAID SECTION 27 WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF; THENCE NORTH $00^{\circ}00'38''$ WEST ALONG SAID EAST LINE OF THE WEST 4408.50 FEET OF SECTION 27, 1006.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH $89^{\circ}58'47''$ EAST, 305.70 FEET; THENCE SOUTH $01^{\circ}01'13''$ EAST, 10.00 FEET TO THE TERMINUS OF SAID CENTERLINE.

Property of Cook County Clerk's Office

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Attachment A-2

TEMPORARY CONSTRUCTION EASEMENT - DALEY

THAT PART OF THE NORTH $\frac{3}{4}$ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 4408.50 FEET OF SAID SECTION 27 WITH A LINE HEREINAFTER REFERRED TO AS "LINE A", WHICH EXTENDS EAST FROM A POINT ON THE WEST LINE OF SAID SECTION 27 WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF; THENCE NORTH $00^{\circ}00'38''$ WEST ALONG SAID EAST LINE OF THE WEST 4408.50 FEET OF SECTION 27, 981.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH $00^{\circ}00'38''$ WEST ALONG SAID EAST LINE OF THE WEST 4408.50 FEET OF SECTION 27, 50.00 FEET; THENCE NORTH $89^{\circ}58'47''$ EAST, 330.70 FEET; THENCE SOUTH $01^{\circ}01'13''$ EAST, 55.00 FEET; THENCE SOUTH $89^{\circ}58'47''$ WEST, 50.00 FEET; THENCE NORTH $01^{\circ}01'13''$ WEST, 5.00 FEET; THENCE SOUTH $89^{\circ}58'47''$ WEST, 280.17 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

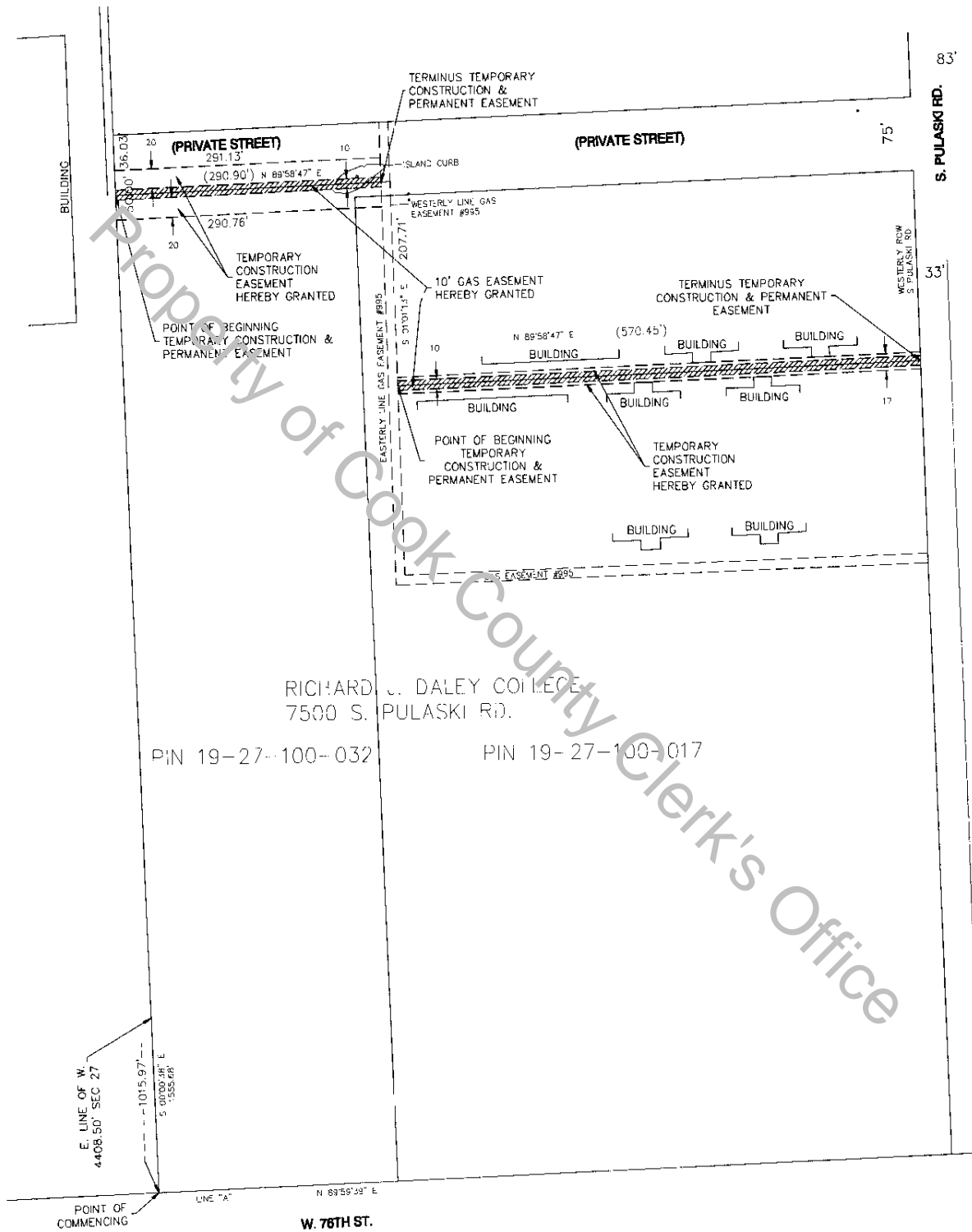
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PLAT OF EASEMENT ATTACHMENT B



NOTE:
10' GAS EASEMENT
CENTERLINE DIMENSIONS
= (***.00')



RICHARD J. DALEY COLLEGE
7500 S. PULASKI RD.
PIN 19-27-100-032 PIN 19-27-100-017

Property of Cook County Clerk's Office

SHEET NO: 7500 S. PULASKI RD.	REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHK.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td>REVISED</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	No.	DATE	DESCRIPTION	BY	CHK.	DATE	DESCRIPTION	BY	1		REVISED						2								3								4								5								6								7								PEOPLES GAS NATURAL GAS DELIVERY	 hbk ENGINEERING	EXHIBIT C PROJECT NUMBER: 13-000 DRAWN BY: JEM CHECKED BY: TSN APPROVED BY: TSN DATE DRAWN: 08-02-2013 SHEET: 1 of 1
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GRANT OF EASEMENT

ATTACHMENT C

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, THE BOARD OF TRUSTEES OF JUNIOR COLLEGE DISTRICT NO. 508, a body Politic and Corporate, (hereinafter referred to as the "Grantor"), does hereby grant and convey unto THE PEOPLES GAS LIGHT AND COKE COMPANY, a corporation organized and existing under the laws of the State of Illinois (hereinafter called "Grantee"), and unto its successors and assigns, upon and subject to the terms and conditions hereinafter set forth, an easement ten feet in width to construct, reconstruct, renew, replace, operate, maintain, inspect, alter, repair and remove a gas main or pipes and such drips, valves, fittings, meters and other equipment, (hereinafter sometimes referred to as "Grantee's property"), as may be necessary or convenient for such operations, over, through, under, along and across the following described real estate situated in the City of Chicago, in the County of Cook, and State of Illinois, the center line of said easement being described as follows, to-wit:

Beginning at a point approximately One Hundred Ten Feet (110') North of the north line of 75th Place as extended into Pulaski Road; thence West Five Hundred Seventy Five and Forty-Four One Hundredths Feet West (575.44') to a point; thence North Four Hundred Seventy Five Feet (475') to a point of exit on the north property line of Grantor's property, all in the East Half ($\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$), Section 27, Township 38 North, Range 13 East of the Third Principal Meridian

all as shown on the red line on the drawing attached hereto marked Exhibit "A", and hereby made a part hereof, and also the right to use, from time to time, any adjoining or adjacent

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ATTACHMENT C
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vacant land of said Grantor as reasonably required in the laying, construction, maintaining, operating, repairing, renewing, relaying, replacing, inspecting or removing of said gas main or pipes, or necessary equipment, in, through or under said real estate.

And Grantor does expressly covenant that it is the owner in fee of the easement property, and has good right to grant said right of way and easement and that Grantee, its employees, agents, assigns and lessees shall at all times have free access to and egress from and over the easement property to construct, lay, repair, renew, maintain or remove the said gas main and pipes, together with the necessary attachments, connections and fixtures as aforesaid.

Grantor retains all of its rights to the use and occupation of the easement property not inconsistent with the use by Grantee, its successors or assigns, of the right of way and easement herein granted for the purposes aforesaid, and agrees that the erection or construction of any building or other structure (exclusive of pavement and other such grade level improvements) on or over the real estate above described or any part thereof by Grantor, its successors assigns or lessees, shall be conclusively deemed to be a use of the easement property inconsistent with the easement herein granted.

Notwithstanding any other provision of this Grant, the Grantor hereby reserves and shall have the right to terminate this Grant at any time upon the giving of written notice to the Grantee sixty (60) days in advance of such termination. Upon the giving of such notice the Grantee

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shall promptly commence and complete within the said sixty (60) day period, the removal of all the Grantee's gas main or pipes and equipment from the easement property and restore said land to the condition in which it existed prior to the removal of said pipes and equipment. In the event Grantor exercises its right to terminate this Grant, as aforesaid, the Grantor shall grant an easement to Grantee in, through, or under certain other land of the Grantor in the track within the property lines of Grantor's property (hereinafter referred to as "the substituted easement"). The area of such substituted easement shall be approximately that of this easement. Grantor shall not be bound to grant such property as would be necessary to connect with Grantee's gas main, pipes and equipment theretofore or thereafter installed on property adjacent to the Grantor's property. The substituted easement shall, however, be a continuous strip of land passing under no buildings or other structures other than pavement areas and other grade level improvements. Grantee shall restore any such substituted easement property to its original condition after installation of Grantee's gas main, pipes and equipment therein and shall bear all costs of placing its gas main, pipelines and equipment into the substituted easement property and restoring said property.

The use of the term "Grantor" herein shall include Grantor's successors and assigns.

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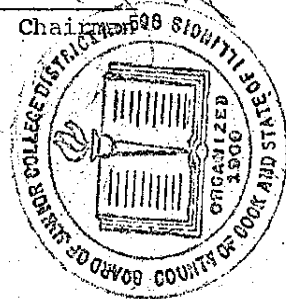
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IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed and its corporate seal to be hereto affixed by the proper corporate officers thereunto duly authorized, this 2nd day of January A.D. 1973.

BOARD OF TRUSTEES OF JUNIOR
COLLEGE DISTRICT NO. 508

SEAL

By [Signature]
Chairman



ATTEST:

[Signature]
Secretary

Property of Cook County Clerk's Office

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ATTACHMENT C
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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Marion Stout Hargrove, a Notary Public

in and for said County, in the State aforesaid, do hereby certify that John W. Taylor, personally known to me to be the Chairman of the Board of Trustees of Junior College District No. 508, and ~~XXXXXXXXXXXX~~ Frances Leventhal Assistant Secretary of said Board, 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 severally acknowledge that as such Chairman and Secretary, respectively, they signed and delivered the said instrument and caused the seal of said Board to be affixed thereto, as their free and voluntary act and as the free and voluntary act and deed of said Board, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal, this 2nd day of January, A.D., 1973.

Marion Stout Hargrove
Notary Public

My Commission Expires:

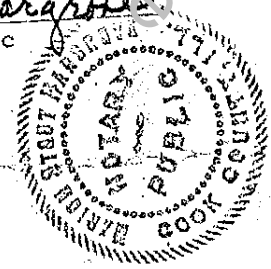
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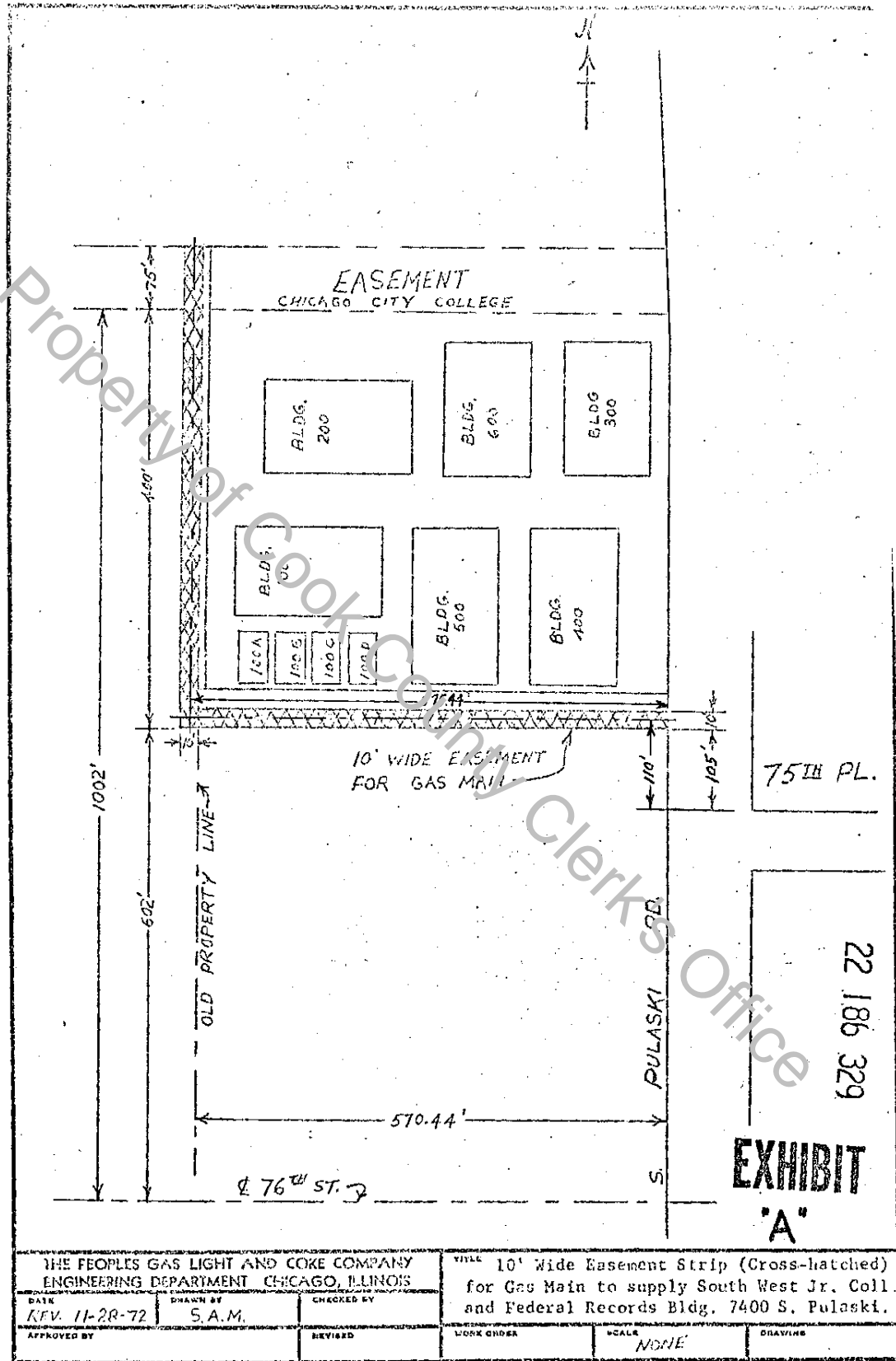
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THE PEOPLES GAS LIGHT AND COKE COMPANY ENGINEERING DEPARTMENT CHICAGO, ILLINOIS		VILL 10' Wide Easement Strip (Cross-hatched) for Gas Main to supply South West Jr. Coll and Federal Records Bldg. 7400 S. Pulaski.		
DATE REV. 11-28-72	DRAWN BY S.A.M.	CHECKED BY	WORK ORDER	SCALE NONE
APPROVED BY	REVIEWED			DRAWING

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