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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/03/2015 10:31 AM Pg: 1 of 14

## EASEMENT AGREEMENT

Tract: Cal (3) - 233

County: Cook

State: Illinois

**THIS NON-EXCLUSIVE EASEMENT**, made and entered into this 5<sup>th</sup> day of October, 2015 by and between **NATURAL GAS PIPELINE COMPANY OF AMERICA LLC**, a Delaware limited liability company (the "Grantor"), with an office at 23725 W. County Farm Rd., Shorewood, Illinois 60431, and **COMMONWEALTH EDISON COMPANY**, an Illinois corporation (the "Grantee"), with offices at Three Lincoln Center, Oakbrook Terrace, Illinois 60181.

### WITNESSETH

**WHEREAS**, Grantor is the fee owner of a tract of land (the "Grantor's Property") described as follows:

One parcel of real estate situated in the County of Cook and State of Illinois, more particularly described as follows:

The East 82.5 feet of the West 282.5 feet of the West half of the South East quarter of Section 15, Township 35 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (PIN 32-15-400-019-0000), and;

**WHEREAS**, Grantee has requested that Grantor grant to Grantee a non-exclusive easement to construct and operate certain facilities on Grantor's Property, and;

**WHEREAS**, Grantor utilizes Grantor's Property for Grantor's own business operations, which operations include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor's equipment and facilities, of whatever kind and type whether now existing or hereafter to be installed, in, at, under, along or across Grantor's Property (collectively, "Grantor's Operations"), and;

**WHEREAS**, Grantor has agreed to grant, and Grantee has agreed to accept, the easement described herein, subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the payments, covenants, terms and conditions to be made, performed, kept and observed by Grantee hereunder, Grantor hereby grants unto Grantee, without warranty of title, a non-exclusive easement for the purpose of (from time to time and at all times) installing, operating, maintaining, replacing, repairing and removing: two (2) underground six-inch (6") PVC pipes covered in red concrete containing electric power cables and marker tape installed one foot (1') above the PVC pipes (hereinafter jointly or severally referred to as "Grantee's Facilities"), and for no other purpose whatsoever, in,

S YES  
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under and across that portion of Grantor's Property on the Easement Premises (as defined below). Except for any excavation activity, each and all of the rights, privileges and easements conferred upon Grantee pursuant to this Easement may be exercised by Grantee from time to time and at any time, without any notice (prior or subsequent) to Grantor. Grantee will pay for all damage to crops or other vegetation and will promptly repair and replace all damaged fences, gates, ditches and/or other property of Grantor which may result from Grantee's exercise of any of the rights conferred upon it hereunder. Upon completion of construction or installation of Grantee's Facilities after the date of this Agreement, Grantee will restore the surface of the Easement Premises to as near as possible its condition immediately prior to the installation of such Grantee's Facilities. In no event shall Grantor or any of its agents, contractors, tenants, licensees, guests, invitees, employees, representatives, successors and assigns (including, without limitation, any and all successors in title to the Easement Premises) unreasonably interfere with the Grantee's Facilities (whether now existing or installed in the future) or the exercise of any of the rights to use granted herein to Grantee or any other Grantee's Parties.

The easement premises shall be a strip of land twenty two feet (22') in width and eighty two and one half feet (82.5') in length and shall be located as shown in Exhibit "A" attached hereto and made a part hereof (herein referred to as "Easement Premises").

This grant of easement ("Easement") is made subject to Grantee's full and faithful performance and observance of the following covenants, terms and conditions:

1. Grantee's Use. The following general conditions shall apply to Grantee's use of the Easement Premises:
  - a. This Easement shall include such non-exclusive temporary rights of ingress and egress over a strip of land as may be reasonably required by Grantee for the construction, maintenance, replacement, repair and removal of Grantee's Facilities, which rights of ingress and egress shall be subject and subordinate in all respects to Grantor's Operations and limited to such temporary access routes over Grantor's Property as Grantor, in its sole discretion, may designate from time to time provided Grantor shall at all times use its reasonable best efforts to provide temporary access routes such that Grantee is able to construct, maintain, repair, replace and remove Grantee's Facilities. The term "Easement Premises" as used herein shall include ingress and egress.
  - b. Grantee shall procure and maintain at its own expense, prior to entry upon Grantor's Property hereunder, all licenses, consents, permits, authorizations and all other approvals required from any federal, state or local governmental authority in connection with the construction, placement, use and operation of Grantee's Facilities, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Premises or Grantee's operations thereof. Grantor may from time to time request evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor's Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor's prior written consent, which consent may be granted or withheld in Grantor's sole discretion.
  - c. In the event Grantee learns that any aspect of Grantee's construction, placement, maintenance, repair, use or operation of Grantee's Facilities at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority. Grantee shall promptly discontinue such operations and at its own expense take all required corrective action, including without limitation removal of all or any portion of Grantee's Facilities from Grantor's Property if required, within the lesser of (i) sixty (60) days from the Grantee's notice of such violation or (ii) the period of time required by law for the corrections of such violation.
  - d. Grantee's use of the Easement Premises shall be conducted in a manner that does not conflict or interfere with Grantor's Operations.

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- e. This Easement and the rights granted hereunder are subject and subordinate in all respects to all matters and conditions of record affecting the Easement Premises.
- f. Grantee's obligations and liabilities to Grantor under this Agreement with respect to Grantee's Facilities and all other matters shall not be limited or in any manner impaired by any agreements entered into by and between Grantee and any third parties, including without limitation any agreements related to the installation of Grantee's Facilities and Grantee shall be and remain liable to Grantor for the installation, operation, maintenance, replacement, repair and removal of Grantee's Facilities in accordance with the terms and conditions of this Agreement.
- g. Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and its existing lessees, licensees and grantees, existing roads and the rights of all existing utilities, water courses and drainage rights that may be present in Grantor's Property. If required, Grantee shall secure the consent of any such relevant party as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.
2. Term. The term of this Easement shall be in perpetuity, pursuant to the terms, conditions and covenants of this Agreement, and shall commence as of the date first herein written.
3. Fee. In consideration of this Easement, Grantee shall pay to Grantor the sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3500.00) for document preparation and the granting of this Agreement, which amount shall be due and payable to Grantor, prior to Grantor's execution and granting of this Agreement.
4. Rights Reserved to Grantor.
- a. Grantor hereby reserves the right at all times to use the surface and subsurface of the Easement Premises for Grantor's Operations in such manner as Grantor deems necessary or appropriate. Grantor's use of Grantor's Property, including the Easement Premises, at all times to gain access to any of Grantor's equipment and facilities thereon shall be paramount to the rights granted to Grantee hereunder and Grantee shall make such access available to Grantor at all times.
- b. Grantor reserves the right to grant additional access, utility and other leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of Grantor's Property, including the Easement Premises, which do not interfere with Grantee's right under this Easement.
5. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:
- a. In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of Grantee's Facilities on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within ten (10) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in Grantee's Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of Grantee's Facilities to another location on Grantor's Property designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee elects to make all changes to Grantee's Facilities, including

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relocation to another location on Grantor's Property designated by Grantor, required to avoid conflict with all applicable terms and conditions of this Agreement, Grantee shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than one hundred twenty (120) days after the date of such election. In the event Grantee elects to reimburse Grantor for the additional costs to be incurred by Grantor, Grantee shall make such payment within sixty (60) days after Grantor's demand therefore.

- b. Grantee agrees that, within ninety (90) days after the expiration or termination of this Easement for any reason, Grantee shall, at its cost, remove all of Grantee's Facilities from Grantor's Property and restore and repair Grantor's Property to the condition existing immediately prior to the installation of Grantee's Facilities.
6. Condition of Grantor's Property. Grantor has made no representations or warranties of any kind or nature whatsoever, whether written or oral, concerning the suitability of Grantor's Property or the Easement Premises for the placement of Grantee's Facilities thereon or Grantee's use of the Easement Premises for the purposes contemplated herein. In entering into this Agreement, Grantee has relied solely upon such independent investigation of the condition of Grantor's Property as Grantee has deemed necessary or appropriate in its discretion, and Grantee has not relied upon any statements, representations or agreements of Grantor regarding the condition of Grantor's Property. This Easement is granted over the Easement Premises in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS, and Grantor has not agreed to undertake any improvements or other work to make Grantor's Property or the Easement Premises suitable for Grantee's intended use, except as may be otherwise expressly provided herein.
  7. Conditions Governing Construction, Repair, Maintenance and Other Work.
    - a. All excavation work performed by Grantee pursuant to this Agreement, including without limitation all work related to the installation, maintenance, relocation, replacement, repair or removal of Grantee's Facilities, shall be performed in accordance with plans and specifications approved in writing by Grantor prior to the commencement of such work, such approval not to be unreasonably withheld. Grantor shall review and approve any amendments, additions or other changes to such approved plans and specifications, prior to the performance of any work identified therein, such approval not to be unreasonably withheld.
    - b. Prior to the performance of any work, Grantee shall (i) obtain all applicable permits, approvals and authorizations required from any federal, state or local governmental authority and furnish Grantor with satisfactory evidence that all such approvals have been obtained and (ii) furnish Grantor with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 10 hereof.
    - c. If Grantee performs any grading, leveling, digging or excavation work on Grantor's Property, Grantee will notify JULIE at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on Grantor's Property. If Grantee damages any such underground facility in the course of its work, Grantee will promptly reimburse Grantor or the owner of such equipment or facility for any and all costs and expenses incurred in repairing such damage or replacing the affected equipment or facility.
    - d. Grantor may withhold its approval to the performance of any work hereunder whenever any of the following conditions exist: (i) Grantee is in default under this Agreement, (ii) the performance of such work and the use and occupancy of Grantor's Property contemplated by such work in Grantor's judgment will interfere with Grantor's Operations or any other then existing uses of Grantor's Property, or (iii) Grantor and Grantee have failed to enter into such supplemental agreements as Grantor deems necessary or advisable regarding the performance of such work. Grantor retains the right to suspend or stop all such work if in Grantor's sole judgment the ongoing performance of such work endangers Grantor's equipment or facilities or threatens to interfere with Grantor's Operations. Grantor shall incur no liability for any additional costs or



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expenses incurred by Grantee or any third parties in connection with such work stoppage.

- e. Except for emergency repairs that are affecting the health and safety of the public, which emergency repairs should be called in within the first eight (8) hours of entering Grantor's Property and confirmed by Grantor, Grantee shall notify Grantor's Regional Operations Office in Shorewood, Illinois, telephone number (815) 272-9199, at least forty-eight (48) hours in advance of entering Grantor's Property for the performance of any work (including routine maintenance). The timing and scheduling of such work shall be subject to Grantor's prior approval.
  - f. All work shall be performed in a good and workmanlike manner in accordance with applicable laws, statutes, building codes and regulations of applicable governmental authorities. Without limiting the generality of the foregoing, Grantee shall cause all work and the placement of Grantee's Facilities to meet the applicable requirements of 83 Ill. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any work on behalf of Grantee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Upon completion of the work, Grantee shall (i) provide waivers of lien from each contractor and such other evidence of lien-free completion of the work as Grantor may require and (ii) restore all adjacent and other affected areas of Grantor's Property to their original condition immediately preceding the commencement of such work.
  - g. Grantee shall promptly notify Grantor of any damage caused to Grantor's equipment or facilities arising out of or related to the performance of such work, and Grantee will reimburse Grantor on demand for the cost of any such related repairs and expenses incurred by Grantor as a result of such damage. The formula described in Section 13b shall be used to determine the amount due to Grantor as reimbursement for the cost of such repairs. Grantee shall reimburse Grantor's tenants on demand for any damage to the property of Grantor's tenants caused by, arising out of, or attributable to the performance of such work. Damages shall include but not be limited to damages to tenant's crops, fences, pastures, livestock, or equipment. Under no circumstances shall any blasting be undertaken on Grantor's Property.
  - h. There shall be no impairment of any natural or installed drainage facilities occasioned by any work related to Grantee's Facilities.
  - i. The following specific requirements shall apply to the performance of such work:
    - i. Grantee agrees that Grantee's Facilities will be installed in strict conformity with the plan delivered to and approved by Grantor.
    - ii. Should any proposed change to Grantee's Facilities be required, either before or after installation, Grantee, or its successor, shall first submit such change to Grantor in the form of revised plans for Grantor's review and approval.
    - iii. Grantee agrees, upon completion of the installation of Grantee's Facilities, that Grantee will restore Grantor's Property in a neat, clean and workmanlike manner, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of Grantee's Facilities.
8. Covenants of Grantee. Grantee hereby covenants and agrees as follows:
- a. Grantee shall obtain and maintain all rights, licenses, consents and approvals required from any governmental authorities or third parties with respect to the installation or operation of Grantee's Facilities on Grantor's Property and, at Grantor's request, Grantee shall provide Grantor with evidence thereof. Grantee shall cause Grantee's Facilities to be maintained at all times in good repair and in accordance with all requirements of applicable law, and Grantee shall not permit any nuisances or other unsafe or hazardous conditions to exist in, on or under Grantor's Property in connection with Grantee's Facilities or Grantee's use or occupancy of the Easement Premises.

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In the event Grantee fails to fully and faithfully perform all such repair and maintenance obligations, Grantor shall have the right (but not the obligation) after sixty (60) days' written notice to Grantee, to cause such repairs and maintenance to be performed and charge the cost thereof to Grantee. In the event Grantor elects to perform such repair and maintenance, the amount due to Grantor from Grantee as reimbursement shall be determined using the formula described in Section 13b hereof.

- b. Grantee shall install Grantee's Facilities and use and occupy the Easement Premises in a manner that avoids any interference with Grantor's Operations. Within ten (10) days after Grantor's demand therefore, Grantee shall reimburse Grantor for all reasonable costs incurred by Grantor as a result of injury or damage to persons, property or business, including without limitation the cost of repairing any damage to Grantor's equipment or facilities or costs arising from the use and occupancy of the Easement Premises by Grantee, its representatives, employees, agents, contractors, subcontractors and invitees.
  - c. Grantee will not cause or permit any mechanic's lien or claim for lien to be asserted against the Easement Premises or any other real estate owned by Grantor or any improvements thereon, which lien or claim for lien arises out of any contract or agreement for work to be performed by or on behalf of Grantee in connection with this Easement or any of the rights granted to Grantee hereunder. In the event any such lien or claim for lien is filed, Grantee shall within forty-five (45) days have it removed or pay the same. Grantee hereby indemnifies and agrees to defend and hold harmless Grantor from and against any and all liens or claims for lien arising out of or in any way connected with Grantee's use and occupancy of the Easement Premises.
  - d. Grantee shall pay to Grantor, within forty-five (45) days after Grantor's demand therefore, any and all real property taxes and assessments levied against Grantor's Property that are attributable to Grantee's Facilities or Grantee's use and occupancy of the Easement Premises. Grantee shall be responsible for the cost of any and all corrective actions required to address any impairment of surface water drainage conditions affecting Grantor's Property or adjacent properties as a result of Grantee's use and occupancy of the Easement Premises.
  - e. Grantee shall notify Grantor in writing within thirty (30) days after the date Grantee ceased to use Grantee's Facilities and shall provide Grantor with a properly executed release of this Easement.
9. Hold Harmless.
- a. Grantee shall assume all risks for damages, injuries, or loss to either property or persons, which may be incurred by Grantee, its respective agents, invitees, or licensees present or in the vicinity of the Grantor's Property and in any way associated with Grantor's Facility, except to the extent arising out of the negligence or willful misconduct of the Grantor.
  - b. Grantee agrees to indemnify, protect and hold Grantor, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost (including cost or expenses of whatever kind or nature, including but not limited to reasonable attorneys' fees arising from (1) non-compliance with any laws, regulations and orders applicable to the installation, operation, maintenance, relocation, replacement, repair and removal of Grantee's Facilities on Grantor's Property, and (2) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting Grantor's Property that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, or (ii) result in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, or (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near Grantor's Property, or (v) as a result of any incident, act, action, negligence, transaction, or omission of Grantee in connection with, or incidental to the installation, maintenance, operation, replacement, repair or removal of Grantee's Facilities within and upon

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Grantor's Property, except where such loss, cost, liability or expense was caused by the negligence of Grantor or its employees, agents, invitees or licensees. Grantee's indemnity obligations will survive the termination of this Easement for any reason.

- c. Grantor shall not be responsible to Grantee for special, consequential, indirect or similar damages that might arise in the event Grantor, its agents, employees, contractors, subcontractors or other invitee's damage or destroy the Grantee's Facilities.
10. Insurance. Grantee agrees to maintain, at its own cost and expense, such insurance as will protect Grantor from all claims for damages to persons and to property that may arise from any operations under this Agreement. Nothing contained in this insurance section is intended to limit or alter the liability of each of the parties as outlined in the indemnity section above. Grantee shall maintain the following types of insurance policies and the minimum limits of insurance coverage listed in subsections A, B & C during the entire term of the Agreement. Grantee shall also require each contractor or subcontractor performing any work on behalf of Grantee pursuant to this Agreement to purchase and maintain (or Grantee at its own cost shall purchase and maintain on behalf of each such contractor or subcontractor), prior to commencing any work on Grantor's Property a certificate of insurance evidencing limits in the minimum insurance coverage listed in subsections a, b & c as listed below:
- a. Worker's Compensation and Employer's Liability Insurance, in accordance with all applicable state and federal laws, and specifically including the following:
- i. Employer's Liability, including Occupational Disease, subject to a limit of liability of not less than \$1,000,000.00 per accident.
  - ii. If Grantee performs work on or adjacent to navigable waterways, Grantee shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers Compensation Act and, if an exposure exists, the Jones Act.
  - iii. Waiver of Subrogation in favor of Grantor.
- b. Commercial General Liability Insurance, with combined single liability limits for bodily injury and property damage of not less than \$2,000,000.00 per occurrence. Such insurance shall include the following:
- i. Contractual Liability, insuring the indemnity agreements contained in this Agreement.
  - ii. Coverage for damage due to collapse of, or structural injury to, any building or structure due to excavation, tunneling, pile driving, cofferdam or caisson work, or dredging; to moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof; to blasting or explosions; or to wires, conduits, pipes, mains, sewers, tanks, tunnels or any other property below the surface of the ground.
  - iii. Pollution liability coverage for losses caused by sudden and accidental pollution events.
- c. Comprehensive Automobile Liability Insurance, with combined single liability limits for bodily injury and property damage of not less than \$1,000,000.00. Such coverage shall include owned, hired and non-owned vehicles.

Insurance in Paragraphs b and c shall: 1) include Grantor as an Additional Insured, 2) be primary (as opposed to excess) and non-contributing to all other insurance covering Grantor, 3) not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to Grantee, and 4) include waiver of subrogation in favor of Grantor.

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Grantee agrees that the insurer(s) providing such insurance, including contractor and sub-contractor insurance shall have an A.M. Best rating of at least A-/VIII. Prior to the commencement of the installation of Grantee's Facilities and during the entire period of land occupancy, Grantee shall furnish and cause its contractors and sub-contractors to furnish a certificate of insurance (or renewal certificate) in a form satisfactory to Grantor, evidencing insurance coverage as indicated above. Such certificate or certificates shall contain a statement by the insurer that it will give Grantor written notice at least thirty (30) days prior to the termination of, or any reduction in, any of the insurance required by this Agreement and ten (10) days' notice for non-payment of premium. Grantee agrees that, if Grantee does not keep such insurance in full force and effect, it will be cause for immediate termination and cancellation of this Agreement without written notice to Grantee.

d. Notwithstanding anything herein to the contrary, Grantor acknowledges and agrees that Grantee has adopted a program of self-insurance and that Grantee will maintain self-insurance coverage in accordance with its standard business practice with respect to all insurance requirements of Grantee specified herein. Prior to any work beginning on the property, Grantee will provide Grantor with a letter from its risk manager confirming the types and amounts of coverage maintained by Grantee under such self-insurance program.

## 11. Environmental Protection.

a. Grantee shall conduct its operations on Grantor's Property, and insure all work performed by or on behalf of Grantee hereunder to be performed, and otherwise use and occupy the Easement Premises in strict compliance with all applicable Environmental Laws. Grantee shall not cause or permit any underground storage tanks to exist or any Hazardous Materials to be introduced or handled on Grantor's Property. Grantee shall defend, indemnify and hold harmless Grantor, Grantor, and its respective employees, officers, directors, agents, subsidiaries, affiliates, legal representatives, successors and assigns, from and against any claims, actions, proceedings, judgments, damages (including consequential damages), liens, fines, costs, liabilities, injuries, losses, costs, expenses, including but not limited to attorneys' and consultants' fees and costs, whether asserted under Environmental Laws or at common law, arising out of or related to (i) any breach by Grantee of the environmental covenants set forth above or (ii) any violation of any Environmental Law; or the presence, release or threatened release of any Hazardous Materials at, on or beneath Grantor's Property as a result of or in connection with any act or omission of Grantee, its agents, employees, contractors, or any entity in privity with or providing a benefit to Grantee. As used in this section, the term "Environmental Laws" shall mean all federal, state, and local statutes, regulations or ordinances relating to the protection of health, safety or the environment including, without limitation, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Toxic Substances Control Act, all statutes, rules and regulations applicable to wetlands of any federal, state, county or local regulatory agency, and all similar state and local laws now or hereinafter enacted or amended. "Hazardous Materials" shall mean any waste, pollutant, toxic substance or hazardous substance, contaminant or material regulated by any Environmental Law including, without limitation, petroleum or petroleum-based substances or wastes, asbestos and polychlorinated biphenyls. The foregoing covenants and indemnification obligations shall survive any termination of this Agreement.

b. Without limiting the generality of the foregoing, prior to commencing any work on Grantor's Property, Grantee at its sole cost shall (i) secure and provide Grantor with copies of any wetland permits required from any federal state or local regulatory agencies and (ii) if applicable, identify the erosion control methods or any other method provided by the Federal Clean Water Act to prevent construction material or debris from filling any wetland area. If any construction material or debris should fill any wetland areas, Grantee at its sole cost shall cause the same to be removed and the area restored to its original condition to the extent required by applicable law or otherwise reasonably required by Grantor. Grantee at its sole cost shall monitor, maintain and restore any wetland areas affected by its use and occupancy on Grantor's Property for the time



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specified in any and all permits, licenses or other approvals obtained by Grantee hereunder.

- c. If, during the term of this Agreement, Grantee becomes aware of any violation of Environmental Laws or of the presence of any Hazardous Materials or threatened presence of Hazardous Materials in, on, over or under the soil, groundwater or other areas of Grantor's Property resulting from or connected with Grantee's use and occupancy of Grantor's Property, Grantee shall promptly notify Grantor in writing of such conditions and shall immediately secure the affected area in a manner required to protect public health and safety.
- d. Grantee shall manage any excavated soils in which Hazardous Materials are encountered in accordance with all applicable Environmental Laws, and, if permitted by such laws, shall restore the excavated work area to the condition existing before such Hazardous Materials were encountered. If, under applicable Environmental Laws, the excavated soils cannot be returned to the excavated work area, Grantee shall remove and dispose of the excavated contaminated soil at no cost to Grantor in the manner required by applicable Environmental Law, but in no event shall such contaminated soil be redeposited on Grantor's Property.
12. Defaults. The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Agreement:
- Grantee's failure to pay when due any amount payable by Grantee hereunder and the continuation of such default for a period of ten (10) days after notice thereof from Grantor; or
  - Grantee's failure to perform or observe any other covenant, term or condition to be performed or observed by Grantee hereunder and the continuation of such default for a period of sixty (60) days after notice thereof from Grantor; provided, however, that if such default cannot be cured within sixty (60) days and Grantee has undertaken diligent efforts within such sixty (60) day period to effect a cure, then the cure period shall be extended for such additional time, not to exceed an additional ninety (90) days, as may be required by Grantee through the exercise of continuous, diligent efforts to complete all required corrective actions; or
  - Any representation or warranty of Grantee hereunder proves to be false or misleading in any material respect when made; or
  - Grantee's failure to maintain or cause its contractors or subcontractors to maintain the Insurance coverage under Section 10 hereof or Grantee's failure to furnish Grantor with evidence of such insurance as required by Section 10.
13. Remedies. Upon the occurrence of an Event of Default, Grantor may at its sole discretion exercise any one or more of the following remedies.
- Terminate this Easement and all rights and privileges of Grantee under this Agreement by written notice to Grantor; or
  - Take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the Corporate Base Rate then published by J.P. Morgan Chase (or at the prime rate then published by any other money center bank located in Chicago) and (ii) an administrative charge in an amount equal to fifteen percent (15%) of the cost of the corrective action to defray part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor's presentment of demand therefore; or
  - Any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee's obligations hereunder.

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Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney's fees and costs incurred by Grantor in enforcing Grantee's obligations under the Agreement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise any right or power arising from any default shall impair any such right or power to be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor on any of the fees or charges set forth in this Agreement shall not constitute a waiver of any breach or violation of the terms or conditions of this Agreement.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if delivered in person or by messenger or sent by U.S. certified mail, return receipt requested, or by a nationally-recognized overnight courier to the parties at the following addresses (or such substitute addresses as may be provided by either party in the manner described herein):

If to Grantor: Natural Gas Pipeline Company of America LLC  
Land & Right of Way Department  
23725 W County Farm Rd  
Shorewood, Illinois 60431

If to Grantee: Land Management Administrator  
Real Estate Department  
Commonwealth Edison Company  
Three Lincoln Center  
Oakbrook Terrace, Illinois 60181

Such notices shall be deemed effective when personally delivered, if delivered in person or by messenger, three (3) days following deposit in U.S. mail, if delivered by certified mail, or one day following deposit with a nationally-recognized overnight courier.

15. Miscellaneous.

- a. Grantee's obligations under Sections 8, 9, 11 and 13 hereof shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Agreement.
- b. The terms, conditions, rights and easements contained herein shall be covenants running with the land and shall be perpetual. This Easement shall be recorded against Grantor's Property, and the terms and conditions contained herein shall bind, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns (including, without limitation, any and all successors to Grantor in title to Grantor's Property). The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns.
- c. Upon any transfer or conveyance of the Easement Premises by Grantor, the transferor shall be released from any liability under this Agreement arising after the effective date of such conveyance, and the transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance.
- d. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements related thereto. There are no representations or understandings of any kind related to the subject matter hereof that are not fully set forth herein. Any amendments to this Agreement must be in writing and executed by Grantor and Grantee. Grantee agrees to cooperate with Grantor in executing any additional documents reasonably necessary to protect Grantor's rights under this

# UNOFFICIAL COPY

Agreement.

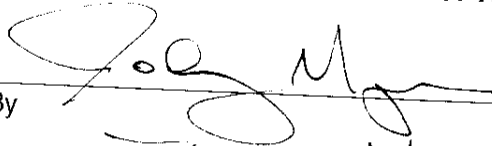
- e. This Agreement shall be construed in accordance with the laws of the State of Illinois. Time is of the essence of this Agreement.
  - f. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefore to restore this Agreement to its original intent and effect.
  - g. No receipt of money by Grantor from Grantee, after the expiration or termination of this Agreement shall renew, reinstate, continue or extend the term of this Agreement.
  - h. By signing this Agreement, Grantee affirms and states that it does not have any affiliated interest in Natural Gas Pipeline Company of America LLC. Nothing in this Agreement shall be construed as making the parties hereto partners, agents, joint ventures, members of a joint enterprise.
  - i. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same Agreement.
16. Regulatory Approval. This Agreement may be subject to the approval of one or more regulatory agencies. If this Agreement is subject to such approval, the parties hereto agree to jointly seek such approval. If such approval is not granted by agency, this Agreement shall be void.

[This area intentionally left blank.]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized as of the day and year herein written.

**NATURAL GAS PIPELINE COMPANY OF AMERICA LLC**

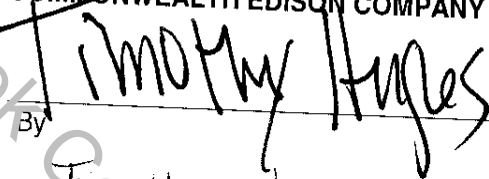
By 

Name Johnny McGee

Title VICE PRESIDENT

Property of Cook County Clerk's Office

**COMMONWEALTH EDISON COMPANY**

By 

Name Timothy Hughes

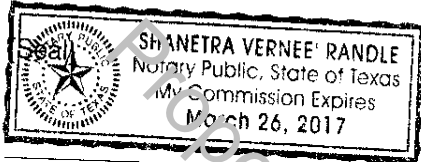
Title Director of Real Estate & Facilities



# UNOFFICIAL COPY

THE STATE OF Texas §  
COUNTY OF Harris §  
§

This instrument was acknowledged before me on this the 5<sup>th</sup> day of October, 2015,  
by Johnny M'Gree (name), as Vice president  
(type of authority, e.g., officer, trustee, etc.) of NATURAL GAS PIPELINE COMPANY OF AMERICA LLC on  
behalf of and as the act of the said entity.



Commission Expires

Shanetra Vernee Randle  
Notary Public

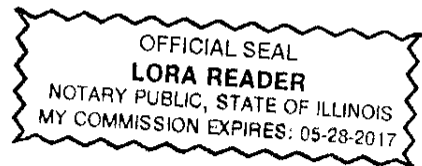
THE STATE OF Illinois §  
COUNTY OF DeWitt §  
§

This instrument was acknowledged before me on this the 07<sup>th</sup> day of September, 2015,  
by Timothy Hughes (name), as Director of Real Estate Facilities  
(type of authority, e.g., officer, trustee, etc.) of COMMONWEALTH EDISON COMPANY on behalf of and as the  
act of the said entity.

{Seal}

5-28-2017  
Commission Expires

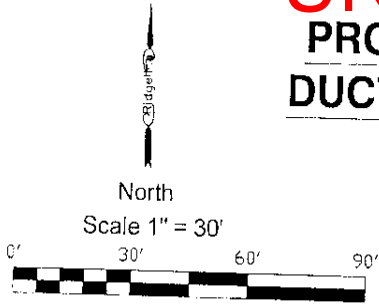
Lora Reader  
Notary Public



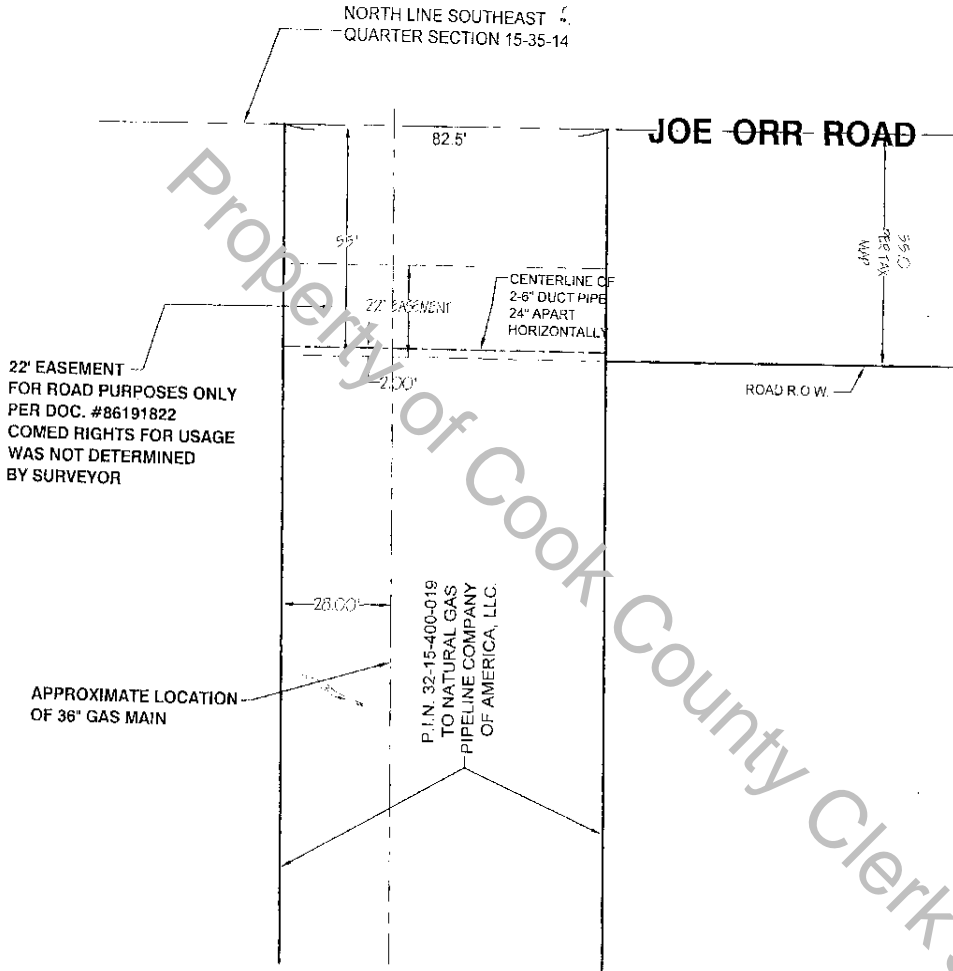
This instrument prepared by and shall be returned to after recording:  
Natural Gas Pipeline Company of America LLC  
Land Department  
23725 W County Farm Rd  
Shorewood, Illinois 60431

# UNOFFICIAL COPY

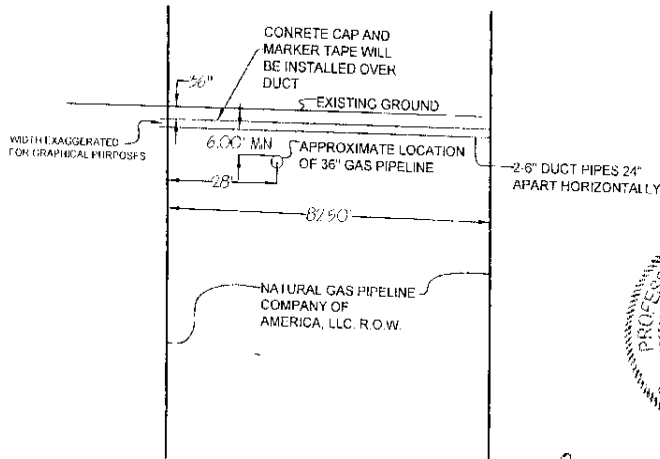
## PROPOSED ELECTRICAL DUCT OVER GAS PIPELINE EXHIBIT




COMED ORDER NO. 15-329



PROFILE VIEW



  
 STACY L. STEWART  
 I.P.L.S. NO. 3415  
 PREPARED ON JULY 28TH, 2014.

<b>JOE ORR ROAD, CHICAGO HEIGHTS IL. (COMED NO. 13-329)</b>	
PART OF THE SOUTHEAST QUARTER, SECTION 15, TOWNSHIP 35 NORTH, RANGE 14 EAST, COOK COUNTY, ILLINOIS. CONTRACT NO. 15-329. SHEET NO. 1 OF 1	
APPR'D BY: SLS	SCALE: 1" = 20'
CHK'D BY: SLS	DATE: 07.27.15
ELECT. FILE NO.: 2015-0383	
ELECT. FILE NO.: 2015-0383	
REVISED PER CLIENT'S COMMENTS	
REVISED PER CLIENT'S COMMENTS	
RIDGELINE CONSULTANTS 1661 ACCUTY ROAD MONTGOMERY, IL. 60538 (630)-801-7927	
RUSSELL WAID DILLON SURVEYING SERVICES ONE LINCOLN CENTER OAREBROOK TERRACE, IL. 60181 PHONE: (630) 576-7070 r.dillon@comEd.com	
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