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Doc#: 1618929104 Fee: \$52.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/07/2016 04:31 PM Pg: 1 of 8

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING
RETURN TO:**

Kenneth A. Michaels Jr.
Bauch & Michaels, LLC
53 W. Jackson Blvd., Suite 1115
Chicago, IL 60604

[THIS SPACE RESERVED FOR
RECORDING PURPOSES.]

DECLARATION AND GRANT OF UTILITY EASEMENT AGREEMENT

THIS DECLARATION AND GRANT OF UTILITY EASEMENT AGREEMENT (the "Agreement") is made as of this 4th day of December 2015 by and between **Benjamin B. LeCompte III** and **Catheleen LeCompte** ("Owners") and **Commonwealth Edison Company**, an Illinois corporation ("ComEd").

RECITALS

WHEREAS, Owners own and are entitled in fee to the land composed of approximately 126.14 acres (the "**LeCompte Estate**") in Cook County, Illinois and legally described on **Exhibit A** attached hereto and made a part hereof;

WHEREAS, the east line of the LeCompte Estate runs to the center line of Bateman Road as shown on the copy of the survey attached hereto as **Exhibit B** and made a part hereof;

WHEREAS, the LeCompte Estate presently receives electricity from ComEd, but ComEd desires to construct and maintain an underground cable providing additional electrical services along the east line of the LeCompte Estate for a length of approximately 3,270 feet or 0.62 mile which runs along the west side of Bateman Road (which is also partially owned by Owners and part of the LeCompte Estate), with the electrical lines to break above ground at the southeastern corner of the LeCompte Estate near the proximity of the intersection of Bateman and Algonquin (Illinois State Road 62) Roads;

After Recording
Return to ComEd
C/O Real Estate & Facilities
Three Lincoln Centre
Oakbrook Terrace, IL 60181

S *yes*
P *8*
S */*
M *NO*
SC *NO*
E *yes*
INT */*

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WHEREAS, ComEd has requested easement rights along the west side of Bateman Road on the easterly perimeter of the LeCompte Estate; and

WHEREAS, the Owners and ComEd wish to cooperate with each other and assist each other in providing these underground electrical services along Bateman Road;

NOW THEREFORE, in consideration of the mutual promises, covenants, and terms and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

PROMISES, COVENANTS, AND GRANTS

1. **RECITALS.** The recitals set forth above in this Agreement are hereby incorporated into and are made a part of this Agreement.
2. **GRANT OF EASEMENT.** Subject to the provisions of this Agreement, Owner hereby grants to the ComEd, and its successors and assigns, as an easement running with the land, a non-exclusive, irrevocable, and perpetual easement (“**Utility Easement**”) within thirty-three (33.0) feet from the current centerline of Bateman Road as shown on Exhibit B, (a) beginning at the northeastern corner of the LeCompte Estate within an existing utility easement documented by a grant of easement recorded with the Recorder of Deeds for Cook County, Illinois as document number 19495896; (b) running south parallel with to the immediate west of the eastern-most property line of the LeCompte Estate; (c) to the southeastern-most point of the LeCompte Estate which is located in approximately the center-line of Bateman Road and immediately north of the right-of-way of Algonquin Road, for access, digging, trenching, installation, repair and maintenance of underground electricity-related utility equipment over the Utility Easement. ComEd is hereby granted access to the Utility Easement to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time underground wires, cables, conduits, manholes, or other facilities used in connection with underground transmission and distribution of electricity under the surface of the Utility Easement. ComEd may cut or trim trees, bushes, roots and saplings and clear obstructions from the surface and subsurface as may be reasonably required incident to the rights herein and the right to enter upon the Utility Easement for all such purposes. Permanent obstructions or improvements shall not be placed over ComEd’s facilities located on the Utility Easement without the prior written consent of ComEd. To the extent existing improvements such as fences already exist within the Utility Easement or any portion thereof, such fences and any replacements thereof shall not be considered to be permanent obstructions or improvements.

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3. **RESTORATION OF UTILITY EASEMENT AREA.** Upon completion of the initial installation, ComEd shall restore the condition of the Utility Easement area and surrounding property to as near as reasonably practicable its condition prior to ComEd accessing the easement.

4. **RIGHTS RESERVED BY OWNERS.** Notwithstanding anything to the contrary in this Agreement, but subject to the terms hereof, Owners and their successors reserve the right, without obtaining the consent of ComEd, to do any or all of the following, subject to the rights and easements herein granted to ComEd, and provided further that such rights shall be exercised in such manner as not to interfere with the construction, operation, maintenance, and use of ComEd's facilities by ComEd: (i) relocate, expand, reduce, close, repair or otherwise change any of the Owners' improvements or facilities at or on the Utility Easement, including, but not limited to installing and paving ingress and egress driveways over the Utility Easement; (ii) to construct or remove signs, landscaping, and other improvements on any part of the Utility Easement; and (iii) to grant easements and other interests and rights in and to portions of the Utility Easement to third-party utility companies provided that such other utility companies in no manner interfere with or impede ComEd's actual use of the Utility Easement granted hereunder. The Utility Easement is not intended and shall not be construed as a dedication of the Utility Easement area for public use. Notwithstanding the foregoing to the contrary, Owners or their successors shall have the right to convey or dedicate the Utility Easement areas or any portion thereof to a governmental authority with jurisdiction over the Utility Easement property, provided that such conveyance or dedication does not decrease or otherwise materially alter ComEd's rights hereunder.

5. **NOTICES.** Any notice which a party is required or desires to give under this Agreement shall be in writing and sent by (i) personal delivery, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized overnight courier service which provides a receipt or delivery proof, addressed as follows:

To Owners:
Benjamin and Cathleen LeCompte
350 Bateman Road
Barrington Hills, IL 60010

With a copy to:
Kenneth A. Michaels Jr.
Bauch & Michaels, LLC
53 W. Jackson Blvd., Suite 1115
Chicago, IL 60604

To ComEd:
Commonwealth Edison Company
Three Lincoln Centre, 4th Floor
Oakbrook Terrace, IL 60181

With a copy to:
Exelon Business Services Company,
LLC
10 S. Dearborn St., 49th Floor
Chicago, IL 60603
Attention: Assistant General Counsel –
Real Estate

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Any party may designate a different address for itself by notice similarly given. Notices shall be effective upon receipt or refusal thereof. When Owners are no longer in title, notice to the Owners' successors shall be as provided by applicable law at such time.

6. MISCELLANEOUS.

a. Headings. Section headings are for convenience only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

b. Modification. This Agreement cannot be changed, modified, waived or discharged orally except by an agreement in writing signed by the parties hereto.

c. Severability. If any term, provision or condition contained herein shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to parties or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

d. Successors. Except as otherwise expressly provided in this Agreement, this Agreement shall run with the land, both as respect to benefits and burdens created herein, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No other party, including any utility company not specified in the Agreement, shall be deemed to be a third party beneficiary hereunder.

e. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.

f. Counterparts and Authority. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Each person signing this Agreement acknowledges by doing so that he or she has the legal authority to sign on behalf of the party on whose behalf he or she has signed this Agreement.

(Signature Page Follows.)

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EXHIBIT A

LEGAL DESCRIPTION OF LeCOMPTE ESTATE

PARCEL 1: THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE NORTH 00 DEGREES 19 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, 162.0 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 15 SECONDS WEST, 274.80 FEET (MEASURED), 275.0 FEET (RECORD); THENCE SOUTH 55 DEGREES 25 MINUTES 46 SECONDS WEST, 280.65 FEET (MEASURED) 280.58 FEET (RECORD) TO THE SOUTH LINE OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 25 MINUTES 09 SECONDS EAST ALONG SAID SOUTH LINE, 506.84 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD, 1963.0 FEET (AS MEASURED ALONG SAID NORTHERLY LINE) SOUTHEASTERLY OF THE WEST LINE OF SAID SECTION 7; THENCE NORTH IN A STRAIGHT LINE TO A POINT IN THE NORTH LINE OF SAID SECTION 7, 1753.40 FEET (AS MEASURED ALONG THE NORTH LINE OF SAID SECTION 7) EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 7, TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHERLY LINE OF ALGONQUIN ROAD; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF ALGONQUIN ROAD TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property Index Numbers:

01-06-401-014-0000;
01-07-200-002-0000;
01-07-400-001-0000;
01-07-100-002-0000; and
01-07-200-001-0000.

Common address: 350 Bateman Road, Barrington Hills, Illinois 60010.

