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Doc# 1716513003 Fee \$48.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/14/2017 09:40 AM PG: 1 OF 6

FACILITY INSTALLATION SITE EASEMENT AGREEMENT

Prepared By:

Enbridge Energy, Limited Partnership
Land Services
119 N. 25th Street East
Superior, WI 54880

After Recording Return To:

Enbridge Energy, Limited Partnership
Land Services
119 N. 25th Street East
Superior, WI 54880

Tract No.: I-509-2B

PIN: 27-32-309-010-0000

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, **MONA SIMMONS**, whose address is 11003 Haley Court, Orland Park, IL 60467 ("Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant, convey, and warrant to **ENBRIDGE ENERGY, LIMITED PARTNERSHP**, a Delaware limited partnership, with an office located at 119 N. 25th Street East, Superior, WI 54880, its grantees, successors and assigns ("Grantee"), an exclusive and perpetual Easement for purposes of constructing, operating and maintaining auxiliary facilities, including, but not limited to valve controls, shelters, electric power poles, electric power lines, rectifier, protective posts, security cameras, fence enclosure, access road and such other facilities ("Facilities"), as Grantee deems necessary for the proper operation of its existing crude oil pipeline, including, but not limited to, the right to conduct the following activities: construct, operate, maintain, inspect, repair, replace, abandon in place, remove and reconstruct the Facilities, together with such fittings, protective apparatus, communications systems and such other equipment and appurtenances necessary in connection therewith for the effective, efficient, and safe transportation of crude oil and any products or derivatives thereof, whether liquid or gaseous, or any material or substance that can be conveyed through a pipeline on, over, under and across a strip of land as described in Exhibit A-Page 1 of 2 attached hereto and incorporated herein ("Easement"). The location of Grantee's Facilities is more particularly described in the "as-built" survey drawing in Exhibit A-Page 2 of 2 attached hereto and incorporated herein ("Facility Installation Site"). Grantor further grants to Grantee the right to use lands adjacent to Easement for temporary construction and maintenance purposes and the right of ingress and egress to and from the Facility Installation Site upon and across Grantor's land for all purposes necessary and incidental to the exercise by the Grantee of the specific activities authorized herein.

The aforesaid rights and Easement are granted as and from the date hereof, and shall be perpetual, on the following terms and conditions, which are hereby mutually covenanted and agreed to, by and between the Grantor and Grantee.

Handwritten signature: *[Signature]*
S P S M S C E A N T D T

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FIRST: The Grantor covenants with Grantee that she is the lawful fee simple owner of the aforesaid lands, and that she has the right and authority to make this grant, and that she will forever warrant and defend the title thereto against all claims whatsoever.

SECOND: The Grantee shall use reasonable efforts to construct, operate and maintain the Facility Installation Site so that it will not unreasonably interfere with ordinary annual crop cultivation, if any, where the Facility Installation Site is situated and also pay for damage to annual crops, fences, trees and other existing improvements that may arise for the exercise of the rights herein granted in connection with the installation of said Facilities. Said damages, if not mutually agreed upon, shall be determined by three (3) disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be appointed by the two (2) persons aforesaid; and the award of such three (3) arbitrators, or any two (2) of them, in writing, shall be final. The cost of such arbitration shall be borne equally by the Grantor and the Grantee.

THIRD: The Grantee shall have the right to clear and keep cleared all trees, undergrowth, and any other obstructions (including structures), whether temporary, permanent, man-made or natural, from the herein granted Facility Installation Site and after said Facilities have been installed. Grantee shall not be liable for damages caused on the Facility Installation Site by keeping said Facility Installation Site clear of such trees, undergrowth and other obstructions, in the exercise of its rights herein granted.

FOURTH: The Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the Facility Installation Site, any pit, well, foundation, pavement, road or any other structure or installation, whether temporary or permanent, natural or man-made, without Grantee's prior written consent. Further, the Grantor shall not alter the grade of the Facility Installation Site without the express, prior written consent of the Grantee.

FIFTH: The Grantee agrees to indemnify and hold Grantor harmless from any and all losses of or damages to property or injuries to or death of any person resulting from Grantee's activity on the Facility Installation Site unless such loss, damage, injury or death results from the negligent or intentional acts or omissions of Grantor, its agents, representatives, employees, contractors or invitees.

SIXTH: The Grantee shall have the right to assign and mortgage this Agreement and the Easement herein granted in whole or part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.

SEVENTH: Any and all payments, communications or notices provided for herein may be served and shall be sufficient when served by depositing the same with the United States Post Office, with postage fully prepaid, by certified mail, return receipt requested, or by utilizing a nationally recognized courier service, return receipt requested, addressed to Grantor and Grantee at the addresses specified above as Grantor and Grantee's mailing addresses, or such other address as may be specified in writing by Grantor or Grantee or their respective successors or assigns from time to time.

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EIGHTH: All Facilities installed by Grantee pursuant to the rights herein granted shall be subject to the terms and provisions of this Agreement unless otherwise specified herein or agreed in writing by Grantor and Grantee.

NINTH: This Agreement, including all the covenants and conditions herein contained, shall be construed as creating an exclusive perpetual Easement on and appurtenant to property owned by the Grantor and shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of the Grantor and the Grantee respectively.

TENTH: The waiver or failure to enforce any provision of this Agreement by either Grantor or Grantee or the waiver of a breach or violation of any provision of this Agreement by either party shall not operate as or be construed as a waiver of any subsequent breach, or waiver or failure to enforce, of any provision of this Agreement.

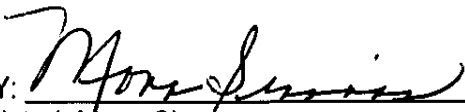
ELEVENTH: Multiple Grantors and Grantees may execute separate original counterparts of this Agreement and such execution shall have the same effect as if each signatory executed the same counterpart. All counterparts shall be construed together and shall constitute one integrated agreement.


IN WITNESS WHEREOF, the Grantor and Grantee have executed this Facility Installation Site Easement Agreement effective this 17th day of JAN, 2017

GRANTOR:

GRANTEE:

ENBRIDGE ENERGY, LIMITED PARTNERSHIP
BY: ENBRIDGE PIPELINES (LAKEHEAD) L.L.C.
ITS GENERAL PARTNER

BY: 
Printed: Mona Simmons

By: 
Printed: Micah J. Harris
Title: Authorized Agent

FORM DD/11/12
Office

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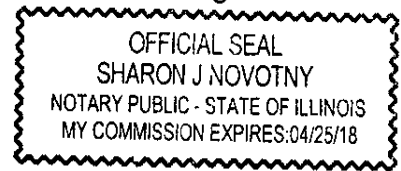
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, Sharon J. Novotny, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that, Mona Simmons, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Given under my name and notarial seal this 17th day of January, 2017.

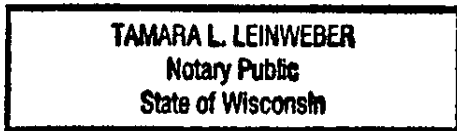
Sharon J. Novotny
Notary Public, State of Illinois
Print Name: Sharon J. Novotny
My Commission Expires: 4-25-18



ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20th day of March, 2017, by Micah J. Harris, a duly Authorized Agent of Enbridge Energy, Limited Partnership, a Delaware limited partnership, by Enbridge Pipelines (Lakehead) L.L.C., its General Partner.



Tamara L. Leinweber
Notary Public, State of Wisconsin
Print Name: Tamara L. Leinweber
My Commission Expires: 7/21/2019

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**Exhibit A
(Page 1 of 2)**

This Exhibit A is attached to and made a part of this Facility Installation Site Easement Agreement between Mona Simmons ("Grantor") and Enbridge Energy, Limited Partnership ("Grantee").

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

Lot 48 in the Villas of Fountain Hills phase 2. A subdivision of part of the W1/2 of the SW1/4 of Section 32, Township 36N, Range 12E of the Third Principal Meridian, according to the plat thereof recorded January 30, 2004 as Document Number 0403032048 in Cook County, Illinois.

Permanent Index Number (P.I.N.): 27-32-309-010-0000

Tract No.: I-509-2B

DESCRIPTION OF GRANTEE'S EASMENT ACROSS ABOVE-DESCRIBED PROPERTY:

Beginning at the Northeast corner of said Lot 48; thence South 76 degrees 26 minutes 13 seconds West, bearings based on the UTM, Zone 16, Coordinate System, along the North line of said Lot 48, a distance of 5.99 feet; thence South 16 degrees 48 minutes 24 seconds East, a distance of 21.04 feet to the East line of said Lot 48; thence North 00 degrees 40 minutes 57 seconds West, along said East line, a distance of 21.55 feet to the point of beginning and containing 63 square feet or 0.0014 acres more or less.

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Exhibit A
(Page 2 of 2)

