

¹Doc# 1930210042 Fee ≇93.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/29/2019 02:59 PM PG: 1 OF 17,

EASEMENT AGREEMENT

This Instrument Prepared By:

Metropo itan Water Reclamation District
Of Greater Chicago
(0) Fast Erie Street
Chicago, IL 60611-3154

Property Address:

Easement Premises located on both side of McCormicl Boulevard between Touhy Avenue and Oakton Street Skokie, II

P.I.N.:

10-26-202-018-0000 10-26-202-004-0000 10-26-201-004-0000 10-26-501-007-0000 10-26-202-011-0000

After Recording Return To:

Commonwealth Edison Company
Real Estate & Facilities Department – 4th Floor
Three Lincoln Centre
Oakbrook Terrace, IL 60181-4260
Attention: Gail A. Kuempel

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COMMONWEALTH EDISON COMPANY E-038; 18-MM-007 REV. Dec. 12, 2018

FIRST AMENDMENT TO EASEMENT AGREEMENT DATED MAY 4, 2000 BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND COMMONWEALTH EDISON COMPANY

This First Amendment to Easement Agreement ("First Amendment") is made this 10th day of January, 2019, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, hereinafter "District", and COMMONWFALTH EDISON COMPANY, an Illinois corporation, hereinafter called "Grantee".

WHEREAS, or May 4, 2000, the District granted to Grantee a non-exclusive easement ("Easement") that commenced retroactively on April 29, 1995, and expires May 3, 2035, on 39,950 sq. ft. of District real estate located at North Shore Channel Parcels 6.03, 6.10, 6.17 (CTA Yellow Line gacks), 6.18, and 6.21 along McCormick Boulevard between Touhy Avenue and Oakton Street in Skokie, Illinois, to construct, reconstruct, operate, maintain, repair and remove subterranean electrical transmission lines and appurtenances (hereinafter "Easement Premises"), together with a non-exclusive easement for ingress to and egress from the Easement Premises;

WHEREAS, Grantee has requested an amendment to the Easement to add an additional 4,848 sq. ft. to the Easement Premises for a total of 44,798 sq. ft., with the additional square footage being located north of Howard Street on North Shore Channel Parcels 6.18 and 6.21, for the purpose of allowing Grantee to install additional conduits and related infrastructure, including a new manhole on Parcel 6.21:

WHEREAS, Parcel 6.21 is part of the O'Brien Water Reclamation Plant premises upon which Kovas Communications Inc. ("Kovas") maintains four (4) free standing radio transmission antenna towers, a transmitter building, and underground radials under a 25-year non-exclusive easement that commenced July 1, 2013, and expires June 30, 2038;

WHEREAS, Parcel 6.18 is leased to the Skokie Park District under a public recreational lease that expires March 31, 2032, and contains a 36' natural gas pipeline that is maintained pursuant to a perpetual easement granted to Chicago District Pipeline Company, n//k/a Natural Gas Pipeline of America ("NGPL") in 1957;

WHEREAS, on January 10, 2019, the District's Board of Commissioners ("Board") authorized an amendment to the Easement to add an additional 4,848 sq. ft. to the Easement Premises for a total of 44,798 sq. ft.; and

WHEREAS, the District is willing to amend the Easement as aforesaid, subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the payment of an annual easement fee of SIXTEEN THOUSAND TWENTY SEVEN AND 64/100 DOLLARS (\$16,027.64), the mutual covenants and agreements of the District and Grantee and other good and valuable consideration, receipt of which is hereby acknowledged, the District and Grantee hereby agree as follows:

- 1. All of the foregoing recitals are incorporated by reference herein and made a part hereof as if set forth in full, same constituting the factual basis for this transaction.
- 2. The Easement is amended by adding an additional 4,848 sq. ft. to the Easement Premises for a total of 44,798 sq. ft., as legally described and depicted in the plat of survey prepared by H? Green and dated July 23, 2018, attached hereto and made a part hereof as Exhibit A ("Revised Easement Premises"), for the purpose of allowing Grantee to install additional conducts and related infrastructure on Parcels 6.18 and 6.21, including a new manhole on Parcel 6.21. An aerial photograph generally depicting the Revised Easement Premises is attached hereto and made a part hereof as Exhibit B.
- 3. Commencing February 4, 2019, the annual easement fee shall be increased from \$14,293.14 to \$16,027.64. This new annual fee shall be subject to annual inflationary adjustments as provided in Paragraph 1.04 of the Easement.
- 4. All District facilities and structures on the Revised Demised Premises must be located and protected and 24-hour-a-day unrestricted access to the work area for District personnel must be maintained. During construction activities pertaining to the Easement, extra caution should be taken to protect the safety and integrity of all District facilities, including, but not limited to, the District's TARP facility and intercepting sewer located in the immediate vicinity of the Revised Demised Premises.
- 5. Grantee and its contractors/subcontractors shall repair any and all damage caused by their operations on District real estate, including, but not limited to, damage to roadways, fencing, utilities, facilities, and sewer manholes and structures. If District property is damaged, the District must be notified as soon as possible and all repairs must be completed by Grantee to the District's satisfaction.
- 6. Grantee and its contractors/subcontractors shall obtain any an i all permits required for any construction activities to be undertaken pursuant to the Easement and the First Amendment, including from the Village of Skokie, if any.
- 7. This First Amendment is subject to Grantee obtaining the written consent of the Skokie Park District to the extent it grants the right to use an additional portion of Parcel 6.18 not included in the original Easement.
- 8. Grantee shall coordinate with NGPL any work activities undertaken pursuant to this Easement and First Amendment to ensure there is no damage to NGPL's pipeline, equipment, and appurtenances thereto on Parcel 6.18.

- 9. Grantee shall coordinate with Kovas any work activities undertaken pursuant to this Easement and First Amendment to ensure there is no damage to Kovas' antenna towers, transmitter building, underground radials, equipment, and appurtenances on Parcel 6.21.
- 10. Grantee acknowledges that any claim for damages of any kind from NGPL and/or Kovas due to the acts or omissions of Grantee or its contractors or subcontractors as a result of Grantee's use and/or occupancy of the Revised Easement Premises shall be subject to the indemnity provisions contained in Paragraph 4.02 of the Easement wherein Grantee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all such claims (see Paragraph 4.02 of the Easement for the entire indemnity contained therein).
- 11. In all other respects, all terms, conditions, covenants and agreements of the Easement, and any amendment thereto, shall remain in full force and effect, and shall continue to inure to and bind the District and Grantee.

[THE REMAINDER OF THIS PACE LEFT BLANK INTENTIONALLY]
[SIGNATURE PAGE FOLLOWS]

METROPOLITAN WATER RECLAMATION

DISTRICT OF GREATER CHICAGO

UNOFFICIAL COPY

IN WITNESS WHEREOF, on the day and year first above written, the parties to this First Amendment hereto have caused these presents, including Riders and Exhibits, if any, to be duly executed, duly attested and their corporate seals to be hereunto affixed.

	By: AM AVIIA DMC Frank Avila Chairman of Committee on Finance
ATTEST:	
Jacqueine-Torres, Clerk	- -
APPROVED	COMMONWEALTH EDISON COMPANY
LEGAL (M)	By: Hasfbeef Hollowall
WITNESS: ATTEST:	Title: Manager, Regl Estate
By: Sail G. Kumpel	<u>t</u> Ox
Title: Sr. Real Estate	Representative Office
CONSENTED TO BY SKOKIE PAR	RK DISTRICT:
By:	
Title:	

IN WITNESS WHEREOF, on the day and year first above written, the parties to this First Amendment hereto have caused these presents, including Riders and Exhibits, if any, to be duly executed, duly attested and their corporate scals to be hereunto affixed.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By:	
^	Frank Avila
	Chairman of Committee on Finance
ATTEST:	
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Jacqueline Torres, Clerk	a.
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APPROVED	MMONWEALTH EDISON COMPANY
REF	
LEGAL (W) By:	Frankley Hollowal
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ATTEST:	C/_
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By: Dail G. Kumpel	1
By: Dall 9. Blumpet	
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Title: Sr. Heal Estate Te	presentative Office
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CONSENTED TO BY SKOKIE PARK D	istrict;
By: The Volte	
By: // // //	
Title: Executive Director	

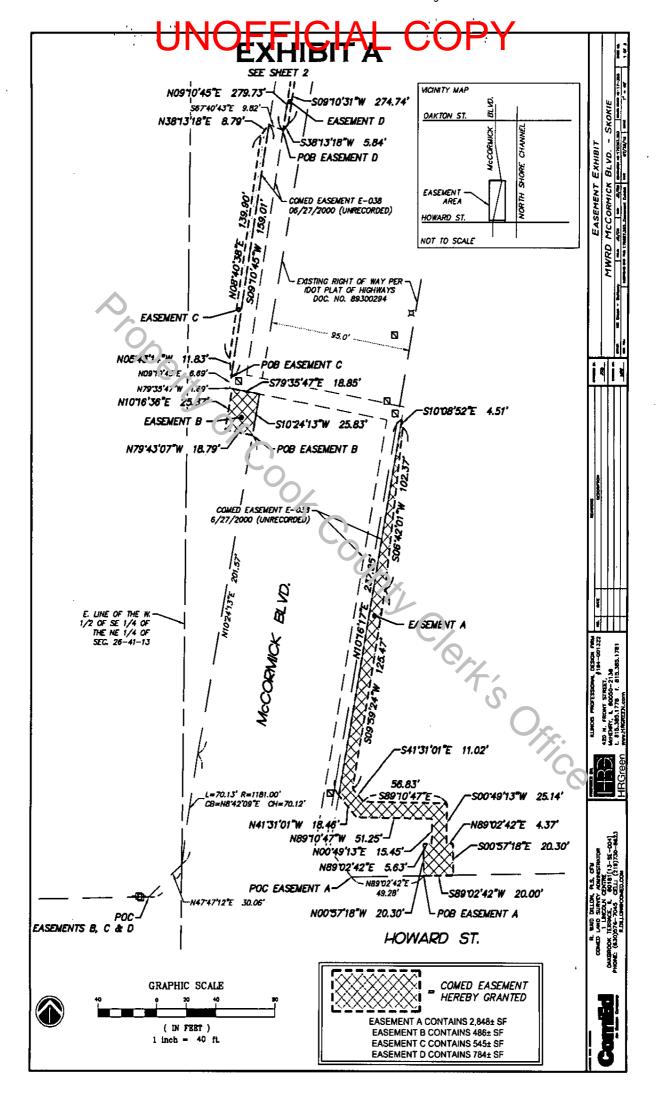
STATE OF ILLINOIS)) SS
COUNTY OF COOK)
The undersigned, a Notary Public in and for said County, in the state aforesaid, DOES HEREBY CERTIFY that
(Signatory's Name)
personally known to me to be the $\frac{REALESTATE}{\text{(Title)}}$
of Company, an Illinois corporation, and (Grantee's Name)
(Attestor's r'ame) SR. REAL ESTATE REPRESENTATIVE of said entity, are the same persons (Title)
whose names are subscribed to the foregoing instrument, and that they appeared
before me this day in person and severally acknowledged that as such representatives
of said entity, they duly executed said instrument on behalf of said entity and caused
its corporate seal to be affixed thereto pursuant to authority given by the corporate
authority of said entity, as its free and voluntary act and as the free and voluntary act
and deed of said entity, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 30th day of Jensey A.D. 2017.
TERESA DISMUKES Official Seal Notary Public – State of Illinois My Commission Expires Mar 1, 2022 Notary Public
My Commission expires:
Mar 1 2022

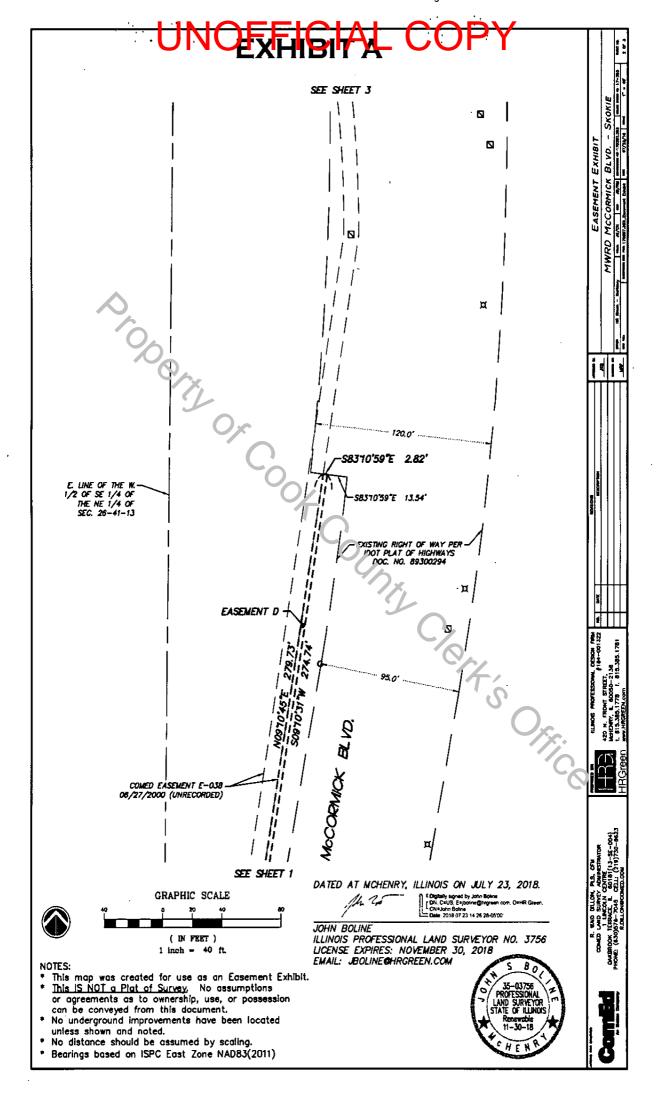
) SS.	
COUNTY OF COOK)	
I, McChile M. Valeta Notary Public in and for County, in the State aforesaid, DO HEREBY CERTIFY that Barbara J. McGowal President of the Board of Commissioners on behalf Frank Avila, personally known to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body cornand politic, and Jacqueline Torres, personally known to me to be the Clerk of body corporate and politic, and personally known to me to be the same powhose names are subscribed to the foregoing instrument, appeared before in day in person and severally acknowledged that as such Chairman of the Committee on Finance and delivered the said instrument Chairman of the Committee on Finance of the Board of Commissioners and Cosaid body corporate and politic, and caused the corporate seal of said corporate and politic to be affixed thereto, pursuant to authority given by the of Commissioners of said body corporate and politic, as their free and voluntation and as the free and voluntary at and deed of said body corporate and politic uses and purposes therein set for the	n, Vice bwn to sioners porate of said ersons mittee ent as lerk of body Board ary act tic, for
GIVEN under my hand and Notarial Seal this 215+ day of 7e bruar	ر م
A.D. 20 <u>17</u> .	0
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My Commission expires: Michelle N. Val Dez OFFICIAL STA	

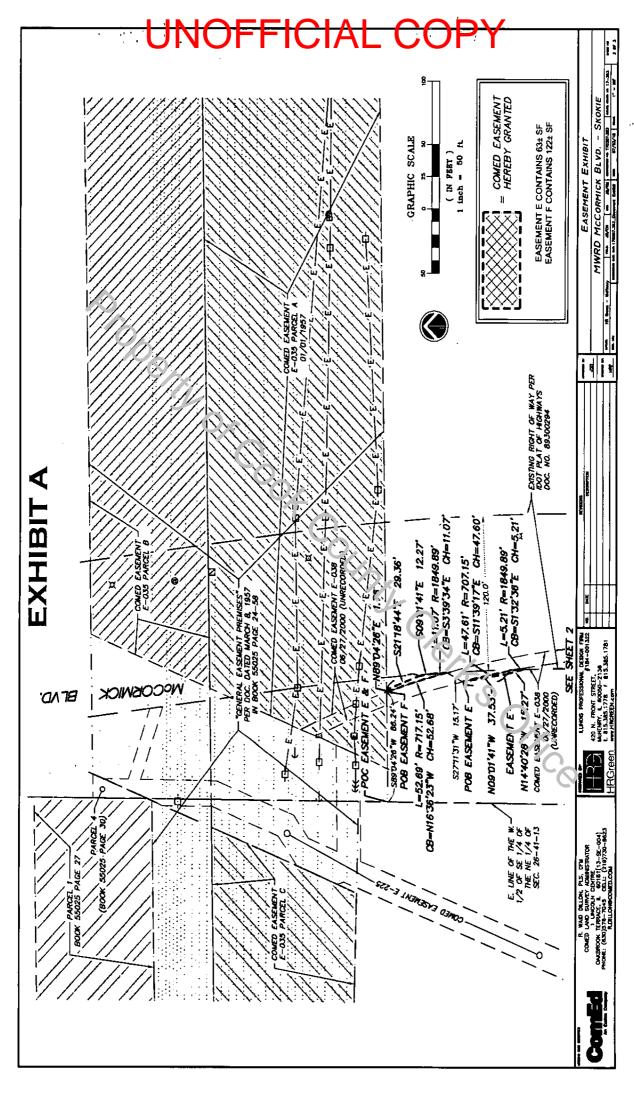
APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney	W
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General Counse	
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APPROVED:	
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Executive Director	
Executive Director	15.
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Insurance







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Easement A

An easement over part of the Southeast Quarter of the Northeast Quarter of Section 26, Township 41 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the Easterly line of McCormick Boulevard and the North line of Howard Street according to the Plat of Highways per Document No. 89300294; thence North 89 degrees 02 minutes 42 seconds East along said North line, 49.28 feet to the Point of Beginning; thence North 00 degrees 57 minutes 18 seconds West, 20.30 feet; thence North 89 degrees 02 minutes 42 seconds East, 5.63 feet; thence North 00 degrees 49 minutes 13 seconds East, 15.45 feet; thence North 89 degrees 10 minutes 47 seconds West, 51.25 feet; thence North 41 degrees 31 minutes 01 seconds West, 18.46 feet to the Easterly line of an unrecorded easement agreement between Commonwealth Edison Company and the Metropolitar Sanitary Sewer District of Greater Chicago dated June 27, 2000; thence North 10 degrees 16 minutes 17 Jec ands East along the Easterly line of said agreement, 237.85 feet; thence South 10 degrees 08 minutes 52 reconds East, 4.51 feet; thence South 06 degrees 42 minutes 01 seconds West, 102.37 feet; thence Sou h (9 degrees 59 minutes 24 seconds West, 125.47 feet; thence South 41 degrees 31 minutes 01 seconds East, 11.02 feet; thence South 89 degrees 10 minutes 47 seconds East, 56.83 feet; thence South 00 degrees 19 minutes 13 seconds West, 25.14 feet; thence North 89 degrees 02 minutes 42 seconds East, 4.37 feet; thence South 00 degrees 57 minutes 18 seconds East, 20.30 feet to said North line of Howard Street; thence Sortin 89 degrees 02 minutes 42 second West along said North line, 20.00 feet to the Point of Beginning, all in Cook County, Illinois.

Easement B

An easement over part of the Southeast Quarter of the Northeast Quarter of Section 26, Township 41 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the Westerly line of McCormick Boulevard and the North line of Howard Street according to the Plat of Highways per Document No. 89300294; thence North 47 degrees 47 minutes 12 seconds East along said Westerly line, 30.06 feet to a non-tangent curve; thence continuing along said Westerly line being a curve to the right having a radius of 1181.00 feet, a chord bearing of North 08 degrees 42 minutes 09 seconds East and a chord length of 70.12 feet for an arc length of 70.13 feet to a point of tangency; thence North 10 degrees 24 minutes 13 seconds East along said Westerly line, 201.57 feet to the Point of Beginning; thence North 79 degrees 43 minutes 07 seconds West, 18.79 feet; thence North 10 degrees 16 minutes 36 seconds East, 25.87 feet to a Southerly line of an unrecorded easement agreement between Commonwealth Edison Company and the Metropolitan Sanitary Sewer District of Greater Chicago dated June 27, 2000; thence South 79 degrees 35 minutes 47 seconds East along said Southerly line, 18.85 feet to said Westerly line of McCormick Boulevard; thence South 10 degrees 24 minutes 13 seconds West along said Westerly line, 25.83 feet to the Point of Beginning, all in Cook County, Illinois.

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Easement C

An easement over part of the Southeast Quarter of the Northeast Quarter of Section 26, Township 41 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the Westerly line of McCormick Boulevard and the North line of Howard Street according to the Plat of Highways per Document No. 89300294; thence North 47 degrees 47 minutes 12 seconds East along said Westerly line, 30.06 feet to a non-tangent curve; thence continuing along said Westerly line being a curve to the right having a radius of 1181.00 feet, a chord bearing of or h 08 degrees 42 minutes 09 seconds East and chord length of 70.12 feet for an arc length of 70.13 feet to a point of tangency; thence North 10 degrees 24 minutes 13 seconds East along said Westerly line, 201,57; thence North 79 degrees 43 minutes 07 seconds West, 18.79 feet; thence North 10 degrees 16 minut at 36 seconds East, 25.87 feet to a Southerly line of an unrecorded easement agreement between Commonwealth Edison Company and the Metropolitan Sanitary Sewer District of Greater Chicago dated June 27, 2000; thence North 79 degrees 35 minutes 47 seconds West along said Southerly line, 1.69 feet to a Weslerly line of said easement agreement; thence North 09 degrees 10 minutes 45 seconds East along said Westerly line, 6.69 feet to the Point of Beginning; thence North 05 degrees 43 minutes 14 seconds West, 11.63 feet; thence North 08 degrees 40 minutes 38 seconds East, 139.90 feet; thence North 38 degrees 13 minutes 18 seconds East, 8.79 feet to said Westerly line; thence South 09 degrees 10 minutes 45 seconds West, 159.01 feet to the Point of Beginning, all in Cook County, Illinois.

Easement D

An easement over part of the Southeast Quarter of the Northeast Quarter of Section 26, Township 41 North, Range 13 East of the Third Principal Meridian described as follow.

Commencing at the intersection of the Westerly line of McCormick Boulevard and the North line of Howard Street according to the Plat of Highways per Document No. 89300294; thence North 47 degrees 47 minutes 12 seconds East along said Westerly line, 30.06 feet to a non-tangent curve; thence continuing along said Westerly line being a curve to the right having a radius of 1181.00 feet a chord bearing of north 08 degrees 42 minutes 09 seconds East and chord length of 70.12 feet for an arc length of 70.13 feet to a point of tangency; thence North 10 degrees 24 minutes 13 seconds East along said Westerly line, 201.57; thence North 79 degrees 43 minutes 07 seconds West, 18.79 feet; thence North 10 degrees 16 minutes 36 seconds East, 25.87 feet to a Southerly line of an unrecorded easement agreement between Commonwealth Edison Company and the Metropolitan Sanitary Sewer District of Greater Chicago dated June 27, 2000; thence North 79 degrees 35 minutes 47 seconds West along said Southerly line, 1.69 feet to a Westerly line of said easement agreement; thence North 09 degrees 10 minutes 45 seconds East along said Westerly line, 6.69 feet; thence North 05 degrees 43 minutes 14 seconds West, 11.83 feet; thence North 08 degrees 40 minutes 38 seconds East, 139.90 feet; thence North 38 degrees 13 minutes 18 seconds East, 8.79 feet to said Westerly line; thence South 67 degrees 40 minutes 43 seconds East, 9.82 feet to an Easterly line of said easement agreement and the Point of

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Beginning; thence North 09 degrees 10 minutes 45 seconds East, 279.73 feet to a jog in the said Westerly line of McCormick Boulevard; thence South 83 degrees 10 minutes 59 seconds East along said jog, 2.82 feet; thence South 09 degrees 10 minutes 31 seconds West, 274.74 feet; thence South 38 degrees 13 minutes 18 seconds West, 5.84 feet to the Point of Beginning, all in Cook County, Illinois.

Easement E

An easement over part of the Southeast Quarter of the Northeast Quarter of Section 26, Township 41 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the East line of the West half of the Southeast Quarter of the Northeast Quarter of Said Section 26 and the South line of Parcel A in an unrecorded easement agreement between Commonwealth Edison Company and the Metropolitan Sanitary Sewer District of Greater Chicago dated January 1, 1957; thence North 89 degrees 04 minutes 26 seconds East along said South line, 86.24 feet to the Eastery line of an unrecorded easement agreement between Commonwealth Edison Company an 1 the Metropolitan Sanitary Sewer District of Greater Chicago dated June 27, 2000 and a non-tangent curve; the nce Southerly along a curve to the right, having a radius of 717.15 feet, a chord bearing of South 16 degrees 36 minutes 23 seconds East and a chord length of 52.68 feet, for an arc length of 52.69 feet; ther ce South 27 degrees 11 minutes 31 seconds West, 15.17 feet to the Westerly line of an unrecorded easement agreement between Commonwealth Edison Company and the Metropolitan Sanitary Sewer District of Greater Chicago dated June 27, 2000 and the Point of Beginning; thence Southerly along a curve to the right, having a radius of 707.15 feet, a chord bearing of South 11 degrees 39 minutes 17 seconds East and chord length of 47.60 feet, for an arc length of 47.61 feet to the Westerly line of McCormick Boulevard according to the Plat of Highways per Document No. 89300294; thence Southerly along said Westerly line being a curve to the right, having a radius of 1849.89 feet, a chord bearing of South 01 degrees 32 minutes 36 seconds East and a chord length of 5.21 feet, for an arc length of 5.21 feet; thence North 14 degrees 40 minutes 28 seconds West, 15.27 feet; thence North 09 degrees 01 minutes 41 seconds West, 37.53 feet to the Point of Beginning, all in Cook County, Illinois.

Easement F

An easement over part of the Southeast Quarter of the Northeast Quarter of Section 26, Township 41 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the East line of the West half of the Southeast Quarter of the Northeast Quarter of said Section 26 and the South line of Parcel A in an unrecorded easement agreement between Commonwealth Edison Company and the Metropolitan Sanitary Sewer District of Greater Chicago dated January 1, 1957; thence North 89 degrees 04 minutes 26 seconds East along said South line, 86.24 feet to the Easterly line of an unrecorded easement agreement between

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Commonwealth Edison Company and the Metropolitan Sanitary Sewer District of Greater Chicago dated June 27, 2000 and the Point of Beginning; thence South 21 degrees 18 minutes 44 seconds East, 29.36 feet; thence South 09 degrees 01 minutes 41 seconds East, 12.27 feet to said Easterly line; thence Northerly along said Easterly line, being a curve to the left, having a radius of 717.15 feet, a chord bearing of North 16 degrees 36 minutes 23 seconds West and a chord length of 52.68 feet, for an arc length of 52.69 feet to the Point of Beginning, all in Cook County, Illinois.

Proberty of Cook County Clerk's Office

