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Doc# 2031404017 Fee \$78.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/09/2020 11:43 AM PG: 1 OF 12

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made as of this 8th day of MAY, 2020, by FORD MOTOR COMPANY, a Delaware corporation, the address of which is c/o Ford Motor Land Development Corporation, 330 Town Center Drive, Suite 1100, Dearborn, Michigan 48126 ("Ford"), and THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, the address of which is 200 East Randolph Street, Chicago, Illinois 60601, ("Grantee").

Preliminary Statement

A. Ford is the owner of certain real property located in Cook County, Illinois, being more particularly described in Exhibit A attached hereto (the "Ford Property").

B. Grantee is the recipient of a forty foot wide permanent easement as granted in document number 1735329106 (the "Gas Easement") located in Cook County, Illinois, which is within the Ford Property and is more particularly described on attached Exhibit B (the "Grantee Property");

C. Grantee has requested that Ford grant, and Ford has agreed to grant, an easement over and across the Ford Property for access to and from the Grantee Property to a portion of the Ford Property, upon and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Ford and Grantee agree as follows:

1. Ford hereby grants to Grantee, and Grantee hereby accepts, a permanent non-exclusive access easement for pedestrian and vehicular access to and from the Grantee Property to the Ford Property and over and across that certain portion of the Ford Property as described on attached Exhibit C (the "Easement Area") for the sole purpose of permitting Grantee access to certain equipment and facilities owned by the Grantee pursuant to that certain existing permanent easement for people gas document number 1735329106 (the "Gas Easement") for annual inspections, general maintenance and emergencies (the "Permitted Use"). Notwithstanding anything to the contrary in this Agreement, Grantee shall only access the Ford Property using the route depicted on Exhibit C and shall not utilize oversized or overweight/heavy utility or construction vehicles (ex. cranes, etc.) to access the Easement Area without advance written notice to, and approval by, Ford.

2. Ford shall at all times have the right to make such use of the Ford Property as shall not be materially inconsistent with the exercise by Grantee of the rights herein granted. Notwithstanding

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anything to the contrary in this Agreement, from time to time, Ford, at its sole cost and expense, shall have the right to relocate the Easement Area to other portions of the Ford Property or other real property owned by Ford or its affiliates upon providing the Grantee with six (6) months advance written notice. In connection with any such relocation, Ford will grant to Grantee a new easement (or modification to this Agreement, as applicable) and Grantee will execute a termination of this Agreement (or the applicable portion hereof).

3. In exercising any right or privilege or performing any obligation required hereunder which results in any change in and/or disturbance to the surface or the subsurface of the Ford Property: (i) Grantee shall: (A) replace and/or repair any paving, landscaping or other property of Ford which is damaged or destroyed as a result of Grantee's actions or omissions or the actions or omissions of its agents, contractors, servants, employees, or licensees; and (B) restore the subsurface to essentially the same compaction and condition as the same existed prior to such exercise or performance; and (ii) Grantee shall adhere (or cause its agents, contractors, servants, employees, or licensees to adhere) to and comply with all governmental laws, ordinances, rules, regulations and orders applicable thereto.

4. Except in the case of an emergency, Grantee shall provide at least 48 hours' prior written notice to Ford before entering the Ford Property and exercising any right or privilege or performing any obligation required hereunder and shall comply with all on site rules and procedures of Ford. Furthermore, Grantee shall: (i) endeavor to keep the fence on the Ford Property closed at all times; and (ii) in a timely manner, notify Ford of any legally reportable spill or safety incident or failure to comply with applicable legal requirements by Grantee or Grantee's agents, contractors, employees or invitees on the Ford Property.

5. Grantee, by acceptance of this Agreement, agrees to obtain and to require its agents, contractors and licensees performing any work permitted and/or required below to maintain the following insurance: (a) worker's compensation insurance, in accordance with the laws of the State of Illinois; (b) commercial general liability insurance (including, but not limited to, contractual liability coverage) covering claims for bodily injury and property damage occurring on, in or about the Property, with limits of at least \$3,000,000 combined single limit per occurrence; and (c) automobile liability insurance including all owned, non-owned or hired vehicles with limits of not less than \$3,000,000 single limit per occurrence of loss or damage. Said insurance will name Ford and any successors, heirs or assigns of Ford) as an additional insured (with respect to the commercial general liability insurance), be primary and non-contributory with any insurance or self-insurance of Ford (or any successors, heirs or assigns of Ford) and include a waiver of subrogation. Grantee agrees to and will require its agents, contractors and licensees to provide such certificates of insurance to Ford prior to any entry upon the Ford Property. Grantee may self-insure any or all the required coverage.

"Self-insure" shall mean that Grantee is self-funding the first \$2,000,000 per occurrence of general liability and maintains an excess liability insurance policy of \$35,000,000 on a claims-made basis in excess of the self-insured retention. To the extent Grantee chooses to provide any insurance required by this agreement by "self-insurance," then Grantee shall have all of the obligations and liabilities of an insurer, and the protection afforded Grantor and its indemnitees shall be the same as if provided by a third-party insurer under the coverages required under this agreement. Without limiting the generality of the foregoing, all amounts which Grantee pays or is required to pay and all losses or damages resulting from risks for which Grantee insures or has elected to self-insure shall be subject to the waiver of subrogation provisions of this agreement, and shall not limit Grantee's indemnification obligations pursuant to this agreement. In the event that Grantee elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from a third-party insurer, Grantee shall undertake the defense of any such claim, including a defense of Grantor, at Grantee's sole cost and expense, and use its own funds to pay any claim or replace any property or otherwise provide the funding

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which would have been available from insurance proceeds but for such election by Grantee to self-insure. Any such self-insurance shall be required to provide "first dollar" coverage.

Upon request, the Grantee shall submit an acceptable self-insurance letter to Grantor affirming the credit rating and the specific lines of coverage that are self-insured. The furnishing of acceptable letter of self-insurance shall not relieve Grantee from any liability or obligation for which it is otherwise responsible to Grantor. Grantor shall be under no duty to examine any letter provided by Grantee or to advise Grantee that its insurance coverage does not comply with the requirements set forth herein.

6. Grantee shall only use the Easement Area for the Permitted Use. Except in the case of an emergency, the Permitted Use may be performed during regular business hours, unless Ford's prior written consent is obtained. If Grantee desires that the Permitted Use be conducted at times other than the normal business hours, Grantee will be responsible for any additional cost associated with said request, including without limitation, any additional security services required by Ford.

7. Grantee agrees that with respect to any facilities, apparatus and equipment included therewith and any personal property installed and/or used in connecting therewith, it will enter the same for taxation in its own name and pay any taxes levied upon them.

8. All rights herein granted to Grantee are subject to the existing rights of third parties, if any. Grantee shall not block, impede or interfere with Ford's or other authorized users' use of the Ford Property, nor shall Grantee utilize any portion of Ford Property as a construction staging area.

9. Grantee shall indemnify, defend, protect and hold Ford harmless from and against any and all claims, demands, actions, liability, expenses (including reasonable attorney's fees) and costs arising from or in any manner based upon or relating to: (i) the exercise by Grantee of any rights or privileges granted hereunder; and (ii) the acts or omissions of Grantee with respect to the Easement Area. The foregoing obligations to indemnify, defend, protect and hold Ford harmless shall not include claims, demands, actions, liability, expenses and costs that are directly caused by the acts or, when having a duty to act, the omissions of Ford and its successors and assigns.

10. If any mechanic's lien is filed against the Ford Property as a result of work and/or services performed by or on behalf of, and/or as a result of materials furnished for the use of, Grantee, then Grantee agrees to cause such lien to be discharged prior to entry of final judgment (after all appeals) for the foreclosure of such lien and further agrees to indemnify, defend, and hold harmless Ford and the Ford Property against liabilities, losses, damages, costs or expenses (including reasonable attorneys' fees and costs of suit) on account of such claim of lien. Upon request of Ford, Grantee agrees to promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. The foregoing shall not be deemed to prevent Grantee from contesting the validity of any lien in any manner Grantee chooses so long as such contest is pursued with reasonable diligence. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), Grantee shall promptly pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien.

11. If Grantee shall default in the performance of an obligation hereunder, Ford, in addition to all other remedies it may have hereunder, at law or in equity, after five (5) business days' prior written notice to Grantee (or such lesser period of time in the event of an emergency, as determined by Ford in its reasonable discretion), shall have the right of "self help" to perform such obligation on behalf of Grantee. In such event, Grantee shall promptly reimburse Ford the cost thereof, together with interest thereon from the date of outlay at a rate equal to the lesser of: (i) two percent (2%) in excess of the prime lending or

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base or reference rate charged by Comerica Bank (or its successor) for commercial loans to its most preferred commercial customers; or (ii) the highest rate permitted by applicable law (the "Interest Rate"). Any such claim for reimbursement, together with interest thereon as aforesaid, shall be secured by a lien on the Grantee Property and improvements thereon owned by Grantee, which lien shall be effective upon the recording of a notice thereof in the Office of the Cook County Register of Deeds. The lien shall be subordinate to any first mortgage now or hereafter affecting the Grantee Property; and any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure) under any such first mortgage shall take title subject only to liens thereafter accruing pursuant to this Paragraph.

12. In the event of a breach by Grantee of any obligation of this Agreement, Ford (in addition to all other remedies it may have hereunder, at law or in equity) shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach, Grantee hereby acknowledging the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach; and/or to relief by other available legal and equitable remedies from the consequences of such breach.

13. No delay or omission of Ford in the exercise of any right accruing upon any default of Grantee shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by Ford of a breach of, or a default in, any of the terms and conditions of this Agreement by Grantee shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement: (a) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement; and (b) all remedies at law or in equity shall be available.

14. The terms and provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of Grantee and Ford and their respective successors and assigns. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Ford Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement. Notwithstanding anything to the contrary in this Agreement, Ford shall have the right to terminate this Agreement for any reason or no reason upon six (6) months advance written notice to Grantee. In connection with any such termination, Grantee, shall execute and record a termination of this Agreement upon demand by Ford. This Agreement shall also automatically terminate and be of no further force or effect in the event the Gas Easement is abandoned by Grantee or terminated.

15. All notices, requests, demands or other communications (generally, a "Communication") required, permitted or desired to be given under this Agreement shall be in writing and deemed given: (a) when delivered personally; or (b) on the day that is two (2) days after said Communication is deposited in the U. S. mail, by registered or certified mail, return receipt requested, postage prepaid; or (d) on the next business day after the day said Communication is deposited with a nationally recognized overnight courier service for next business day delivery, addressed and/or sent by facsimile, as the case may be, as follows:

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If to Ford: Ford Chicago Assembly Plant

Chicago, Illinois
Attention: Supervisor of Security

c/o Ford Motor Land Development Corporation
330 Town Center Drive
Suite 1100
Dearborn, Michigan 48126-2477
Attention: Corporate Real Estate Manager

With a copy to: Ford Motor Land Development Corporation
330 Town Center, Suite 1100
Dearborn, Michigan 48126
Attention: Real Estate Counsel

If to Grantee: 200 East Randolph Street
Chicago, Illinois 60601

With a copy to The Peoples Gas Light and Coke Company
Real Estate Department
P.O. Box 19001
Green Bay, Wisconsin 54307-9001

or to any other address as the parties may from time to time designate by a Communication in writing to the other party.

16. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. This Agreement shall be construed in accordance with the laws of the State of Illinois.

18. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.

19. Time is of the essence under this Agreement.

[Remainder of page left blank; signatures commence on next page]

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Prepared by and when recorded return to:

Daniel G. Byrne, Esq.
Ford Motor Land Development Corporation
330 Town Center Drive, Suite 1100
Dearborn, Michigan 48126

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Exhibit A
(Ford Property Legal Description)

Part of the parcel described in the Cook County Recorder's Office in Document number 11320004033; being a part of the Northwest Quarter of Section 30 Township 37 North, Range 15 East of the Third Principal Meridian.

Lot 1 in Centerpoint Consolidation, being a consolidation of tracts of land in the Northwest quarter of Section 30, Township 37 North, Range 15, East of the Third Principal Meridian according to the Plat thereof recorded as document 051231900, in Cook County, Illinois.

Parcel Identification Number (PIN): 26-30-100-054-0000

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Exhibit B
(Grantee Easement Property Legal Description)

[See attached document]

A strip of land forty feet wide lying in that part of Lot 1 in Centerpoint Consolidation, being a consolidation of tracts of land in the Northwest quarter of Section 30, Township 37 North, Range 15 East of the Third Principal Meridian according to the plat thereof recorded as document 051239000 in Cook County, Illinois, and described as follows:

Commencing at the point of intersection of the South line of said Northwest quarter with the East line of the West 190 feet of said Northwest quarter ; thence along said East line North 00°25'31" West a distance of 336.59 feet to the Point of Beginning; thence continuing along said East line North 00°25'31" West a distance of 249.33 feet; thence North 08°48'24" East 169.91 feet to a point on the North line of aforesaid Lot 1; thence along said North line North 78°48'01" East a distance of 42.57 feet; thence South 08°48'24" West 430.57 feet to the Point of Beginning, all in Cook County, Illinois.

County of Cook County Clerk's Office

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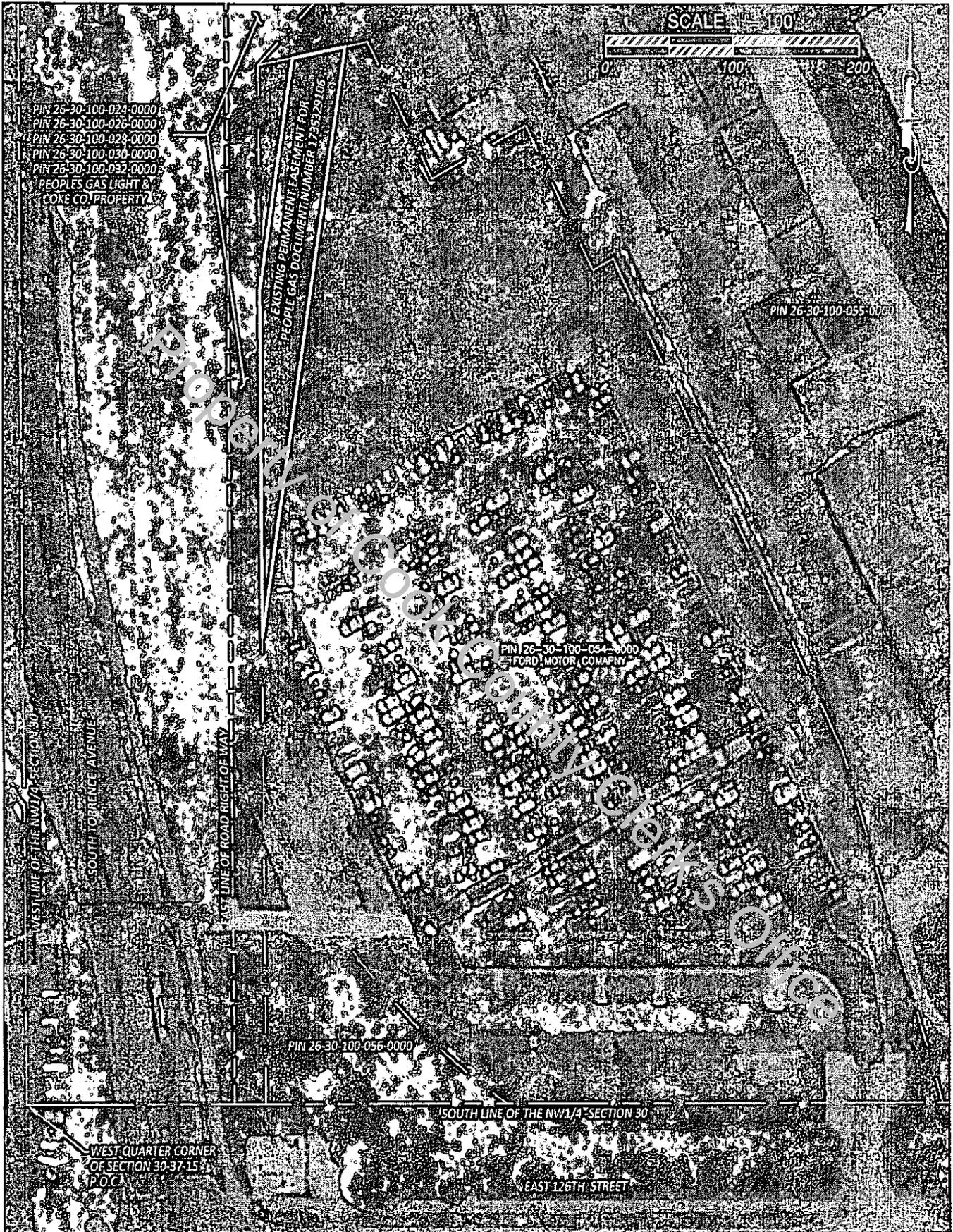


EXHIBIT B

FOR

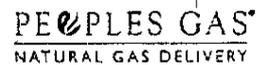
40' PERMANENT EASEMENT

PART OF THE NORTHWEST QUARTER OF SECTION 30
 TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

PREPARED BY:



PREPARED FOR:



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Exhibit C
(Easement Area Description)

[See attached document]

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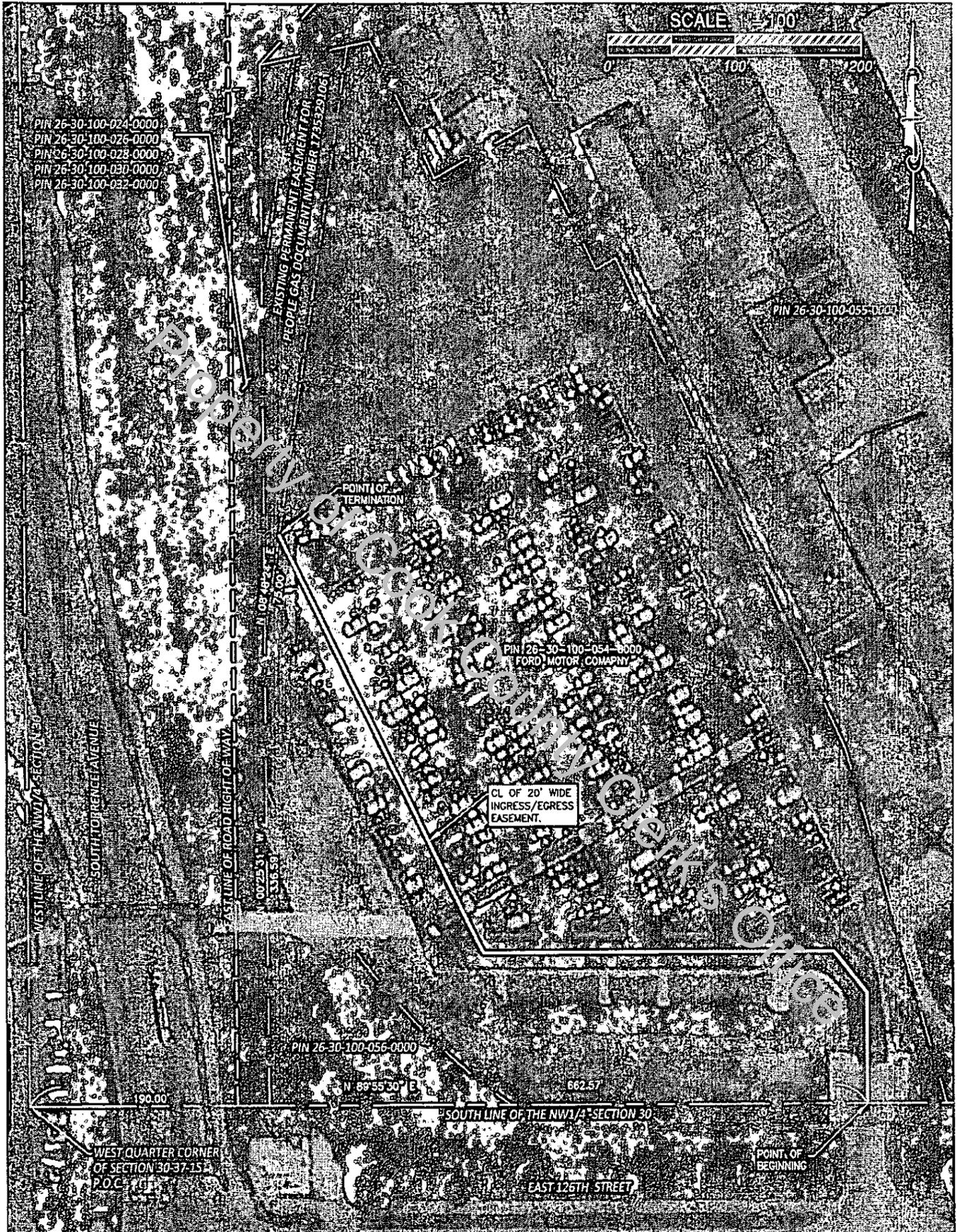


EXHIBIT C

FOR

20' WIDE INGRESS/EGRESS EASEMENT

PART OF THE NORTHWEST QUARTER OF SECTION 30
TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE
THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

PREPARED BY:



PREPARED FOR:

