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Doc# 2214408048 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/24/2022 02:26 PM 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-509-2A

PIN: 27-32-309-009-0000

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, **HASSAN RAZA**, whose address is 11004 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 Grantor and Grantee.

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

SECOND: 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 Grantor, one to be appointed by 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 Grantor and Grantee.

THIRD: 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: 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, Grantor shall not alter the grade of the Facility Installation Site without the express, prior written consent of Grantee.

FIFTH: 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: 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 Grantor and shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of Grantor and 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, Grantor and Grantee have executed this Facility Installation Site Easement Agreement effective this 28 day of April, 2022.

GRANTOR:

GRANTEE:

BY: [Signature]
Printed: Hassan Raza

ENBRIDGE ENERGY, LIMITED PARTNERSHIP
BY: ENBRIDGE PIPELINES (LAKEHEAD) L.L.C.,
ITS MANAGING GENERAL PARTNER
By: [Signature]
Printed: Micah J. Harris
Title: Authorized Agent

State of: Illinois County of: COOK
On this 28 Day of April, 2022, before
me, the undersigned Notary Public, personally appeared
HASSAN RAZA
proved through satisfactory evidence of Identification, which
were ILID to be the person whose name is signed
on the preceding or attached document and acknowledged
[Signature]
Notary Public
My commission expires: JULY 11 2023



ACKNOWLEDGMENT

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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 Hassan Raza ("Grantor") and Enbridge Energy, Limited Partnership ("Grantee").

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

Lot 47 in the Villas of Fountain Hills phase 2. A subdivision of part of the W/2 of the SW/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.): 27-32-309-009-0000

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

Commencing at the Southwest (SW) corner of said Section 32; thence N88°42'07"E along the South line of said Section 32; a distance of 1300.85 feet, thence N01°17'53"W a distance of 1606.66 to the Southeast corner of said Lot 47 and the POINT OF BEGINNING (P.O.B.)

Thence S75°35'20"W along the South line of said Lot 47, a distance of 5.98 feet; thence N28°31'19"W, a distance of 23.86 feet to a point on the North line of said Lot 47; thence S53°14'57"E along the North line of said Lot 47, a distance of 21.22 feet to the Northeast corner of said Lot 47; thence S01°35'35"E along the East line of said Lot 47, a distance of 6.79 feet to the Southeast corner of said Lot 47 and the POINT OF BEGINNING (P.O.B.) The above described easement contains 125.69 square feet (0.002 acres), more or less.

Exhibit A

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FacilityInstallationAgr. 3/10/22

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