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Doc# 2219222022 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/11/2022 11:53 AM PG: 1 OF 5

**UTILITY EASEMENT AGREEMENT**

This UTILITY EASEMENT AGREEMENT (the "Agreement") is made and entered into this 27<sup>th</sup> day of July, 2022 by and between **BLOOM WAUKEGAN LLC**, an Illinois limited liability company, and its heirs, successors and assigns (collectively, the "Grantor"), and **NORTH SHORE GAS COMPANY**, and its successors and assigns (collectively, the "Grantee"). In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Utility Easement: Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement and right of way in, on, across, along and upon the surface of certain real property of Grantor legally described on Exhibit A attached hereto and incorporated herein, **SPECIFICALLY EXCEPTING THEREFROM AREAS TO BE IMPROVED WITH SIGNAGE AND BUILDINGS PURSUANT TO A PLAN APPROVED BY THE CITY AND AREAS ACTUALLY IMPROVED BY BUILDINGS, AS BUILT** (THE "EASEMENT PROPERTY") to, TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, INSPECT, REPAIR, RENEW, REPLACE, ALTER, REMOVE, CHANGE THE SIZE OF OR ABANDON IN PLACE PIPELINES, GAS MAINS, SERVICE PIPES, AND SUCH DRIPS, VALVES, VALVE BOXES, FITTINGS, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT (THE "SYSTEM") FOR SUCH OPERATIONS IN, THROUGH, UNDER, ACROSS AND WITHIN THE ABOVE DESCRIBED PROPERTY AND ALL ROADS, STREETS, COMMON AREAS (IF ANY) WITHIN THE SUBDIVISION TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON AND ALSO THE RIGHT TO ENTER UPON THE SUBDIVISION PROPERTY FOR ALL SUCH OPERATIONS. NO OBSTRUCTIONS OR STRUCTURES OF ANY KIND SHALL BE PLACED OVER GRANTEE'S FACILITIES WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. GRANTEE'S FACILITIES, EQUIPMENT AND APPURTENANCES, WHEN INSTALLED, WILL NOT INTERFERE WITH THE MOVEMENT OF TRAFFIC UPON SUCH ROADS, STREETS, OR COMMON AREAS.

2. Temporary Construction Easement: Grantor also hereby grants to Grantee a temporary easement over such additional portions of the lands of Grantor adjacent to the Easement Property as is available and reasonably necessary for equipment and materials, but only to the extent reasonably necessary for Grantee's full use and enjoyment of the rights granted under this Agreement; provided that the foregoing temporary easement rights shall be exercised and used in such a manner as not to cause unreasonable damage or destruction to Grantor's property. Grantee agrees to provide reasonable prior written notice to Grantor of any intended exercise of the rights granted in this Section 2 of this Agreement.

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3. Grantor's Rights: Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted under this Agreement. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Property; provided, however, that any such easement shall be granted subject to the easement granted in this Agreement and shall not materially interfere with the rights granted under this Agreement.

4. Maintenance; Surface Use, Restoration:

a. Grantee, at its sole cost, shall maintain, repair, replace, and service the Utility Facilities as reasonably necessary for the safe and efficient operation of the System. Grantee shall have no obligation to maintain the surface of the Easement Property.

b. Except as stated in Section 4(a) of this Agreement, Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Utility Facilities (both surface and/or subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee.

c. Upon completion of any work contemplated or permitted by this Agreement within and upon the Easement Property, Grantee, at its sole cost, shall restore the Easement Property or applicable portion thereof as nearly as practicable to substantially its condition existing immediately prior to the commencement of the work by Grantee, including reseeding or resodding. In addition, Grantee agrees that in connection with its use of the Easement Property, Grantee shall, at its sole cost, promptly repair any damage caused to the Easement Property, the improvements located thereon, or any adjacent real or personal property of Grantor as a result of Grantee's exercise of the rights granted by this Agreement; provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage at the address provided for notices below, or such other place as Grantee may designate in writing. For the avoidance of doubt, Grantee shall not be obligated to repair any damage to any improvements located on the Easement Property, or any adjacent real property of Grantor to the extent such improvements were constructed, erected or otherwise placed on or about the Easement Property in violation of the terms and conditions of this Agreement.

5. Covenants of Grantor: Grantor covenants, represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property and is lawfully seized thereof and has the power and authority to grant and convey the rights and easements set forth herein. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Easement Property. Grantor agrees Grantee shall not be liable for environmentally related claims arising from or related to conditions existing on the Easement Property originating prior to the date first written above.

6. Nature of Rights Granted: The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

7. General Agreements: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The section headings or captions are included only for convenience, and shall not be construed to modify, limit or otherwise affect the covenants, terms or provisions of any section of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate

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counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision. This Agreement represents the entire understanding between Grantor and Grantee with respect to the subject matter hereof, and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both Grantor and Grantee, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

9. Notices: All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or, if mailed, on the second business day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first business day following deposit with a nationally recognized overnight courier service (e.g., FedEx), postage prepaid, in any event addressed appropriately as follows:

If to Grantor:  
 Bloom Waukegan, LLC  
 c/o Horizon Realty Group  
 1946 W. Lawrence Avenue  
 Chicago, IL 60640

If to Grantee:  
PEOPLES GAS LIGHT & COKE COMPANY  
200 E. RANDOLPH ST  
CHICAGO, IL 60601

10. Indemnification. Grantee (including its employees, contractors, and agents) does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from and against any and all claims, causes of action, liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for damage to property or persons whatsoever, arising from or caused by Grantee's negligent exercise of any of Grantee's rights under this Agreement. Nothing contained herein shall be interpreted to waive any statutory or common law grant of privilege of immunity. Grantor does hereby agree to defend, hold harmless, and indemnify Grantee, its successors and assigns, from and against any and all claims, causes of action, liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for damage to property or persons whatsoever, arising from or caused by Grantor's gross negligent maintenance or security of the water detention area.

11. Use of Easement Property by Grantee Affiliates: Grantor acknowledges and agrees that any Affiliate of Grantee shall be entitled to use and enjoy the Easement Property in the same manner as Grantee under this Agreement, subject to the performance by such Affiliate of the obligations of Grantee under this Agreement. As used in this Agreement, "Affiliate" shall mean any entity or public trust that (i) owns or controls the majority of ownership interests in Grantee, or (ii) is under common control by an entity or public trust that owns or controls the majority of ownership interests in Grantee. For the avoidance of doubt, any notice permitted or required pursuant to this Agreement, if properly delivered to Grantee pursuant to Section 9 of this Agreement shall be deemed to have been given to any Affiliate then-using the Easement Property.

[SIGNATURES ON FOLLOWING PAGE]

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## EXHIBIT A

### TO UTILITY EASEMENT AGREEMENT

PARCEL 1:

THE SOUTH 50 FEET OF LOT 2 IN BLOCK 40 IN THE CITY OF HIGHLAND PARK, IN SECTION 14, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THIRD MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 25 FEET OF THE NORTH 50 FEET OF LOT 2 IN BLOCK 40 IN THE CITY OF HIGHLAND PARK, IN SECTION 14, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THIRD MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 25 FEET OF LOT 2 IN BLOCK 40 IN THE CITY OF HIGHLAND PARK, IN SECTION 14, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THIRD MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

LOT A IN HIGHLAND POINTE RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 (EXCEPT THE EASTERLY 50 FEET THEREOF) IN BLOCK 40 IN CITY OF HIGHLAND PARK, SECTION 14, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HIGHLAND POINTE RESUBDIVISION, RECORDED APRIL 22, 2005, AS DOCUMENT NO. 5769040, IN LAKE COUNTY, ILLINOIS.

**Address: 2631 Waukegan Avenue, Highland Park, IL 60035 and 425 Bloom Street, Highland Park, IL 60035**

**PIN: 16-14-307-019-0000, 16-14-307-020-0000, 16-14-307-021-0000 and 16-14-307-047-0000**

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Utility Easement Agreement to be effective as of the date first written above.

GRANTOR  
BLOOM WAUKEGAN LLC  
By: [Signature]  
Jeffrey Michael, Manager

GRANTEE  
NORTH SHORE GAS COMPANY  
By: [Signature]  
Name: ARVIN ANDREWS  
Its: MANAGER PROPERTY MANAGEMENT

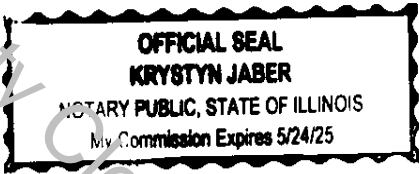
STATE OF ILLINOIS            )  
  ) S.S.  
COUNTY OF COOK            )

I, the undersigned, a notary public and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffrey Michael, personally known to me to be the Manager of Bloom Waukegan LLC, 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 as such President he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5 day of JULY, 2022

[Signature]  
Notary Public

Commission Expires: 5/24/25



STATE OF ILLINOIS            )  
  ) S.S.  
COUNTY OF COOK            )

I, the undersigned, a notary public and for said County, in the State aforesaid, DO HEREBY CERTIFY that ARVIN ANDREWS, personally known to me to be the PROPERTY MANAGER, 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 as such President he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5 day of JULY, 2022

[Signature]  
Notary Public

Commission Expires: 5/24/25

