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R/W File No. HS-20
County Cook
State Illinois

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of Oct, 1992, by and between Natural Gas Pipeline Company of America, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Grantor"), and The County of Cook, a body politic, and corporate of the State of Illinois (hereinafter referred to as "Grantee").

WITNESSETH:

. DEPT-09 MISC. \$43.00
. T64444 TRAN 0027 10/28/92 11:00:00
. #4325 * - 92 - 800955
. COOK COUNTY RECORDER

WHEREAS, Grantor is the owner of the described real estate in the County of Cook, State of Illinois, to-wit:

The South eighty-two and one-half (82-1/2) feet of the Northwest Quarter (NW1/4) of Section 26, Township 41 North, Range 10 East of the Third Principal Meridian;

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all of the above described real estate is hereinafter collectively referred to as "said Real Estate"); and

WHEREAS, two (2) natural gas pipelines have been constructed and maintained on said Real Estate; and

WHEREAS, Grantee has requested that Grantor grant unto Grantee a permanent easement to install, construct, reconstruct, maintain, operate, renew, and repair a traffic signal and its related appurtenances, in, under, upon and across a portion of said Real Estate as shown on Exhibit A (Midwest Consulting Engineers Drawings - Revise Date June 26, 1992, entitled Traffic Signal Plan - Plum Grove Rd. & Public Works Drwy.), which is attached hereto and made a part hereof, as though fully set forth herein; and

P. I. N. 07-26-200-004
07-26-101-003

THIS INSTRUMENT PREPARED BY
Renez Greene, Attorney
701 East 22nd Street
Lombard, Illinois 60148

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WILL CALL

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WHEREAS, Grantor is willing to grant such right, permission and authority for a permanent nonexclusive easement for a traffic signal and its related appurtenances, in, under, upon and across various portions of said Real Estate as shown on Exhibit A which is attached hereto and made a part hereof, as though fully set forth herein, but only on the following terms and conditions hereinafter set forth:

NOW, THEREFORE, for and in consideration of FIVE HUNDRED DOLLARS (\$500.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees to and does hereby grant, without warranty, unto Grantee, its successors, assigns and lessees, the right permission and authority in perpetuity to install, construct, reconstruct, maintain, operate, renew, and repair a traffic signal and its related appurtenances (hereinafter referred to as "said Facilities"), in, under, upon and across said Real Estate pursuant to plans previously submitted by Grantee as shown on Exhibit A, together with the right of ingress and egress for the aforesaid purposes.

The right, permission, authority and consent herein granted by Grantor to Grantee is granted upon the following express conditions and provisions, which Grantee, for and on behalf of itself, its successors, assigns and lessees, expressly acknowledges, undertakes and agrees to fulfill and discharge, to-wit:

1. The right, permission and authority herein granted shall be exercised by Grantee in a manner which will not interfere with the present or future installations or operations of Grantor within or upon said Real Estate, and Grantor hereby expressly retains the right to use said Real Estate in any manner which Grantor in its sole judgment deems necessary.

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2. In the event Grantor shall at any time desire or be required to construct, reconstruct or alter the grade or location of its pipelines or other facilities within said Real Estate, or in the event Grantor shall at any time desire to construct additional pipeline, appurtenances or other facilities within said Real Estate, and, if in the judgment of Grantor's District Superintendent or his authorized representative it is necessary that said Facilities be relocated or altered in any way, or if for any other reason Grantor deems it necessary for Grantee to relocate or alter said Facilities, Grantor shall notify Grantee of the necessity for such relocation or alteration and Grantee shall at its own cost and expense, make such alterations or relocations of said Facilities as shall be deemed necessary in the judgment of Grantor's District Superintendent or his authorized representative. In the event of such alteration or relocation, Grantee agrees to restore said Real Estate as nearly as practicable to its original condition. If Grantee shall fail to comply with any such request of Grantor to alter or relocate said Facilities, Grantor shall have the right to alter or relocate said Facilities at Grantee's sole risk and expense.

3. In the event that Grantee, its successors, assigns or lessees, shall cease to use said Facilities for a period of twenty-four (24) consecutive months, all rights granted to Grantee hereunder shall cease and terminate. Upon such cessation and termination of Grantee's rights, Grantee shall remove said Facilities from said Real Estate. In the event that Grantee shall fail to remove said Facilities within six (6) months of the date of termination of its rights under this Agreement, Grantor may remove same, at Grantee's risk, and the cost thereof shall be borne by Grantee.

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4. Except for routine maintenance work and except in an emergency, the plans and specifications for all construction, reconstruction, installation, maintenance, repair or removal work proposed to be undertaken by Grantee upon or within said Real Estate shall be submitted to Grantor's Chief Engineer for his approval, and no such work shall be undertaken by Grantee without the approval of Grantor's Chief Engineer as to the time and manner of doing such work. Written notice of Grantee's intent to commence such work shall be given to Grantor (Attn: District Superintendent, R.R. #3, Box 178A, Lockport, Illinois 60441 (815) 725-1477) at least seventy-two (72) hours prior to the commencement thereof. All such work shall be performed in the presence of Grantor's District Superintendent or his authorized representative and in a manner satisfactory to said District Superintendent or his authorized representative. Said District Superintendent or his authorized representative shall have the authority to halt Grantee's operations if, in his opinion, such operations are not proceeding in conformity with the conditions of this Agreement or in such manner as has been previously approved by him. Grantor shall have the right to perform any protective work which it deems necessary to insure the safety of Grantor's facilities in the area of Grantee's proposed work, and the expense of any such protective work performed by Grantor shall be borne by Grantee. In the event such protective work cannot be completed by Grantor prior to Grantee's proposed time for commencement of work, as set forth in Grantee's notice to Grantor, Grantee shall postpone the commencement of such work until such time as Grantor has completed any such protective work.

5. All construction, reconstruction, installation, maintenance, repair and removal work performed by Grantee pursuant to the rights granted it by this agreement shall conform to the following rules and regulations:

- a. All digging within twenty-five (25) feet of Grantor's pipelines shall be done by hand or as directed by Grantor's representative.

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action whatsoever (including any costs, expenses and attorney's fees which may be incurred in connection therewith) in favor of any governmental authority, municipality, corporation, firm or individual, whether or not the claim, demand, or action asserted be meritorious, and which results from or is alleged to result from, or which arises out of or in connection with, or is alleged to arise out of or in connection with, the construction, reconstruction, installation, maintenance, repair, removal or existence of any facility of Grantee upon and within said Real Estate, or out of or in connection with the existence of the right, permission and authority granted to Grantee hereunder, including but not limited to the obligations of Grantee set forth in Paragraphs 5, 6 & 7 of this Agreement, or out of or in connection with the presence upon said Real Estate of any facility or equipment of Grantee whether or not authorized by this Agreement.

7. Grantee agrees to maintain, at its own cost and expense, such insurance as will protect Grantor from all claims for damages to persons and to property which may arise from any operations under this Agreement. Grantor shall not be liable to Grantee for special or consequential damages under any circumstances even if Grantor has been advised of the possibility of such damages. Grantee shall maintain the following types of insurance policies and the minimum limits of insurance coverage during the entire terms of the Agreement:

- A. Worker's Compensation and Employer's Liability Insurance, in accordance with all applicable state and federal laws and endorsed specifically to include the following:
 1. Employer's Liability, including Occupational Disease, subject to a limit of liability of not less than \$250,000.
 2. Waiver of Subrogation against the Grantor.
- B. Comprehensive General Liability Insurance, with limits of liability for bodily injury of not less than \$500,000 any one person, and \$1,000,000 any one occurrence; and for

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property damage of not less than \$500,000 any one occurrence, and \$1,000,000 aggregate. Such insurance shall include the following:

1. Contractor's Protective Liability, covering liability for work sublet.
 2. Contractual Liability, insuring the indemnity agreements contained in this Agreement.
 3. Coverage for damage due to collapse of or structural injury to any building or structure due to excavation, tunneling, pile driving, cofferdam or caisson work or dredging; to moving, shoring, underpinning, raising, or demolition of any building or structure, or removal or rebuilding of any structural support thereof; to blasting or explosions; or to wires, conduits, pipes, mains, sewers, tanks, tunnels or any other property below the surface of the ground.
 4. Waiver of Subrogation against the Grantor.
- C. Comprehensive Automobile Liability Insurance, with limits of liability for bodily injury of not less than \$500,000 any one person, and \$1,000,000 any one occurrence; and for property damage of not less than \$250,000 any one occurrence. Such coverage shall include owned, hired, and non-owned vehicles.

NOTE: Insurance in Paragraphs B and C shall include Grantor as an additional insured. Underwriters shall also waive their rights of subrogation against the Grantor.

Prior to commencing any work, Grantee shall furnish to Grantor certificates of insurance under all such policies, certifying compliance with the minimum coverages outlined above. All policies shall also be endorsed to provide that in the event of cancellation or reduction of coverage during the policy period, 30 days advance written notice of such cancellation or reduction will be mailed to Grantor.

8. In the event Grantee fails to fulfill and discharge any of the obligations of this Agreement or fails to exercise the rights herein granted it in compliance with the terms and conditions hereof, and in the further event that such failure or noncompliance continues for a period of sixty (60) days after written notice by Grantor to Grantee of any such failure or noncompliance, then and in that event, Grantor may, at its option, terminate all rights, permission or

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authority granted to Grantee by this Agreement and Grantor may require Grantee to remove any facility installed, constructed or placed within said Real Estate by Grantee.

9. Upon written demand by Grantor, Grantee shall reimburse Grantor for all assessments and taxes levied upon the property of Grantor on account of any or all Facilities or equipment now or hereafter installed, constructed or placed within or upon said Real Estate by Grantee. Grantor shall give to Grantee reasonable advance notice of its intent to make any payment of such assessments or taxes so that Grantee may file its objections, if any, to such assessment or tax with the levying authority.

10. Any electrolysis mitigating equipment for Grantor's pipelines and appurtenant facilities which in Grantor's reasonable opinion is necessary in order to prevent damage to such facilities due to electrolysis shall be installed and maintained by Grantee at its sole cost and expense and any electrolysis methods or equipment used by Grantee shall be coordinated with Grantor's methods or requirements.

11. Grantee agrees that it will obtain at its sole expense, all necessary permits from federal, state, municipal and other public authorities for the construction, installation, operation, maintenance, repair, replacement, and removal of said Facilities and will construct, operate and maintain said Facilities in accordance with all applicable orders, rules and regulations of any public authorities having jurisdiction over the same.

12. Grantee agrees that it will not permit or suffer any lien to be put upon or to arise or to accrue against said Real Estate in favor of any person or persons, individual or corporate, furnishing either labor or material in any work herein authorized and Grantee further agrees to hold Grantor and the said Real Estate free from any and all liens or claims of lien which may or might accrue or

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be based upon any mechanics' lien law of the State of Illinois, now in force or hereinafter to be enacted, by reason of Grantee's exercise of the privileges granted herein, and in the event any such lien shall arise or accrue against Grantor's said Real Estate, Grantee agrees to promptly cause the release of the same at its expense.

13. This Agreement shall inure to the benefit of and be binding upon the successors, assigns, and lessees of the respective parties hereto, PROVIDING, HOWEVER, that Grantee shall not assign or transfer any right, permission or authority granted it hereunder without the prior written consent of Grantor. Such consent shall be conditioned upon obtaining from said Assignee an express assumption of Grantee's obligations under this Agreement.

WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and have caused their respective corporate seals to be hereunto affixed, all as the free and voluntary acts of the parties hereto, on the day and year first above written.

NATURAL GAS PIPELINE COMPANY
OF AMERICA

BY: *D. A. Barber*
Asst. Vice-President

ATTEST:

[Signature]
Asst. Secretary

COUNTY OF COOK, A BODY POLITIC
AND CORPORATE OF THE STATE OF ILLINOIS

BY: *[Signature]*
Title: Superintendent of Highways

ATTEST:

BY: *[Signature]*
Title: Adm Ass't

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STATE OF ILLINOIS)
) SS
COUNTY OF IUFAGE)

I, Karen A. O'Connor, a Notary Public in and for said County, in the State aforesaid, do hereby certify that R. G. Landers, personally known to me to be the Asst. Vice-President of Natural Gas Pipeline Company of America, a corporation, and L. E. Trottier, personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Asst. Vice-President and Asst. Secretary, they signed and delivered the said instrument as Asst. Vice-President and Asst. Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 4th day of August, A.D. 1930.

Karen A. O'Connor
Karen A. O'Connor, Notary Public

My Commission Expires:

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STATE OF ILLINOIS)
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COUNTY OF COOK)

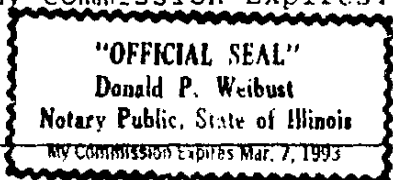
I, Donald P. Weibust a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Glenn W. Fredericks personally known to me to be the Superintendent of Highways of Cook County, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Superintendent of Highway signed and delivered the said instrument as Superintendent of said Cook County Highways as his free and voluntary act and as the free and voluntary act and deed of said Cook County Highway, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of October, A.D. 1992.

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Donald P. Weibust
NOTARY PUBLIC

My Commission Expires:



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