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THIS AGREEMENT, made and entered into this 7 day of *AUGUST*, A.D. 1992, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation, P.O. Box 767, Chicago, Illinois 60690-0767, (hereinafter referred to as "Grantor") and CITIZENS UTILITIES COMPANY OF ILLINOIS, an Illinois corporation, 315 South Stewart Avenue, Addison, Illinois 60101, (hereinafter referred to as "Grantee");

92828736

WITNESSETH:

That Grantor, for and in consideration of the payments, covenants, agreements and conditions hereinafter contained on the part of the Grantee to be made, performed, kept and observed, BY THESE PRESENTS DOES GIVE AND GRANT unto Grantee, a perpetual centerline easement, without warranty, for the right and privilege to operate, maintain, replace and remove one 24-inch sanitary sewer and two manholes (hereinafter referred to as "Facility"), in, under and across Parcel 1 of Grantor's DesPlaines T.S.S. 46 property in the Northwest Quarter of Section 17, Township 41 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois.

The said Facility was installed as shown on the Exhibit "A" which is attached hereto and made a part hereof.

The rights and privileges herein granted by Grantor are accepted by Grantee upon the following terms, covenants and conditions.

This grant is made subject and subordinate to the exceptions, reservations, conditions, limitations and provisions hereinafter set forth.

FIRST: In addition to any payments or reimbursements to Grantor, as

This instrument prepared by **H.E. WALLACE** (name) P.O. Box 767, Chicago, Illinois 60690, on behalf of Commonwealth Edison Company

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Box 407

To: C. B. BIRD

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COUNTY CLERK'S OFFICE

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hereinafter provided for, Grantee agrees to pay Grantor the sum of Seventeen Thousand Eight Hundred and Twenty Dollars (\$17,820.00) as reimbursement to Grantor for initial costs and incidental expenses incurred in complying with Grantee's request for the easement herein granted, said sum to be due and payable upon the execution hereof by Grantee.

SECOND: Grantee shall notify Grantor's Division Operating Manager in Libertyville, Illinois, telephone number (708) 816-5202, at least forty-eight (48) hours in advance, except in case of emergency and in cases of routine inspection and operation, before entering upon said property of Grantor to make the herein proposed installation, or any repair, replacement or removal thereof, in order that Grantor can locate its underground facilities for Grantee and have a representative or representatives present at such time or times if it so desires and Grantee agrees that all work in said property shall be done to the satisfaction of said representative or representatives of Grantor and Grantee further agrees, upon request, to reimburse Grantor for the service of such representative or representatives. Grantee also agrees to contact J.U.L.I.E., telephone number (800) 892-0123, so all existing utilities can be located and protected.

THIRD: Grantee agrees that said Facility was installed in Grantor's property in strict conformity with said Exhibit "A" attached hereto. Any proposed changes in said plans, before or after installation, shall be submitted to Grantor for its written approval and no work shall be commenced until such written approval has been obtained.

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FOURTH: The rights herein are given subject to any use now made of said property, by Grantor, its grantees, licensees and lessees, and should Grantor desire to make any use of said premises hereafter with which said Facility will in any manner interfere, Grantee agrees that it will, at its sole cost and expense, within sixty (60) days after receiving such notice from Grantor, make such changes in said Facility as, in the judgment of Grantor, may be required to avoid interference with the use or proposed use of its property. If such changes are not feasible, then Grantee agrees, within said sixty (60) days, to relocate said Facility to another location designated by Grantor in said property, or remove said Facility from said premises and in either event, restore said premises as nearly as practicable to its former condition.

FIFTH: Grantee shall indemnify and save harmless Grantor, its officers and employes, from all claims, litigation and liability asserted against them or any of them, and any costs and attorneys' fees incidental thereto, on account of injury to or death of any person or persons whomsoever, on account of damage to any property, or on account of loss or interruption of electric service, caused by, connected with, or in any way attributable to, the rights herein granted or Grantee's failure to comply with any of the terms or conditions hereof. Grantee shall undertake the defense of Grantor, its officers and employes in any such litigation if Grantor requests Grantee to do so.

SIXTH: Grantee agrees to reimburse Grantor and its grantees, lessees

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or licensees for any expense incurred in protecting or rearranging their facilities due to the installation, operation, maintenance, repair or removal of said Facility.

SEVENTH: Grantee agrees that no blasting will be done on Grantor's property and any equipment used will be limited to fifteen (15) feet in overall height.

EIGHTH: Grantee shall have the right to enter upon, occupy and utilize temporarily, from time to time, so far as may be reasonably necessary a strip of land lying fifteen (15) feet on both sides of the centerline of said Facility for the installation, maintenance or removal thereof provided, however, that such rights over Grantor's property shall be exercised in such a manner as not to interfere with Grantor's use of its property.

NINTH: Grantee agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be required from the State of Illinois, County of Cook, and any other authorities having jurisdiction, before using said premises for the purpose herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of any such authorities.

TENTH: At all times governed by the Agreement, Grantee shall conduct its operations and otherwise use or occupy Grantor's property hereunder in compliance with all applicable Environmental Laws and shall not cause any Hazardous Material to be introduced to or handled on Grantor's property hereunder other than the specific intended use identified in paragraph

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WITNESSETH. Grantee shall indemnify and hold harmless Grantor, its successors and assigns, from and against any damages, losses, claims or causes of action including, without limitation, costs, expenses, attorney and consultant fees, whether asserted under Environmental Laws or at common law, arising out of or related to any release of Hazardous Material arising out of the specific intended use or any breach by Grantee of the environmental covenants set forth above; any violation by Grantee of any Environmental Law; or the presence, release or threatened release of any Hazardous Material at, on or beneath Grantor's property caused by Grantee, its agents, or any entity in privity with or providing a benefit to Grantee. As used in this section, the term Environmental Laws shall mean all federal, state and local laws or regulations relating to the protection of health, safety or the environment including, without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and all similar state and local laws now or hereinafter enacted or amended. Hazardous Materials shall mean any waste, pollutant, toxic substance or hazardous substance regulated by any Environmental Law including, without limitation, petroleum or petroleum-based substances or wastes, asbestos and polychlorinated biphenyls.

The foregoing covenants and indemnification obligations shall survive any termination of this Easement Agreement.

ELEVENTH: Grantee shall, if practicable, install suitable markers

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acceptable to Grantor at points said Facility enters and leaves said property of Grantor, and agrees, within thirty (30) days after completion of said installation to furnish Grantor with an "as built" drawing showing the installed location of all of its Facility and markers.

TWELFTH: Grantee agrees that any electrolysis mitigating methods or equipment used in connection with Grantee's Facility shall be coordinated with methods or requirements of Grantor, and Grantee agrees to provide and install, at its sole cost and expense, such equipment as may be necessary to mitigate any electrolysis caused by the presence of said Facility in Grantor's property.

THIRTEENTH: Grantee agrees that there shall be no impairment of natural or of installed drainage facilities occasioned by the installation, repair, maintenance or removal of said Facility.

FOURTEENTH: Grantee agrees to reimburse Grantor for any tax increase within thirty (30) days after presentation of a bill, should (1) Grantee's use of the easement premises change the assessed valuation of the Real Estate Tax Parcel of Grantor's property and (2) Grantee's improvements be assessed with Grantor's real estate interests or improvements in the same tax parcel.

FIFTEENTH: Grantee agrees to pay Grantor, its grantees, licensees, lessees, successors or assigns for any and all damage and expense which they, or any of them may sustain or be put to because of damage to any property of Grantor, its grantees, licensees, lessees, successors or assigns, including but not by way of limitation, damage to crops, fences, pasture lands, or livestock, on account of the installation, operation, maintenance, repair or

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removal of said Facility and Grantee agrees, upon completion of said work to replace all backfilling material in a neat and workmanlike manner and to leave Grantor's property in a neat, clean and orderly condition.

SIXTEENTH: Grantor shall not be liable to Grantee for damage to said Facility due to the installation, operation, maintenance or removal of any present or future facilities of Grantor in its property.

SEVENTEENTH: In the event Grantee fails, at any time or times, to observe or perform any of its covenants or agreements, or the terms hereof, Grantor may give written notice of termination to Grantee, and Grantee's rights and authority hereunder shall thereupon cease (except for the right to correct such failure) so long as such failure continues, provided that if such failure shall continue for a period of sixty (60) days after giving such notice, Grantee's rights and authority hereunder shall terminate forever. Also, if at any time after the installation of the Facility Grantee shall fail to use the same for a period of twelve (12) consecutive months, Grantee's rights and authority hereunder, without the necessity of any notice to Grantee, shall terminate forever. Upon termination of this Agreement or Grantee's rights and authority hereunder, for any reason whatsoever, Grantee shall, at its expense, remove the Facility and restore the property to the satisfaction of Grantor and reimburse Grantor for all expense incurred in connection with such removal. If Grantee shall fail to remove the Facility in the manner aforesaid, within ninety (90) days after termination, the Facility shall become the sole property of Grantor, without liability or obligation to

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account to the Grantee therefor, and Grantee shall reimburse Grantor for all expenses, incurred by Grantor at any time thereafter, in connection with removal and disposal of all or any portion of the Facility and restoration of Grantor's property. Termination of Grantee's rights and authority hereunder shall not affect any right of Grantor to indemnification hereunder, arising from any acts, omissions or events occurring prior to such termination nor reimbursement for Grantor's expenses incurred under this paragraph after such termination. Failure of Grantor, at any time, to insist upon performance or observance of any term, covenant, agreement or condition contained herein shall not be construed as a release of any right of Grantor hereunder or as a waiver of any right to enforce any term, covenant, agreement or condition herein contained.

EIGHTEENTH: Grantee covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue against said premises in favor of any person or persons, individual or corporate, furnishing either labor or material in any work herein proposed, and Grantee further covenants and agrees to hold Grantors and said premises free from any and all liens, or rights or claims of lien which may or might arise or accrue under or be based upon any mechanic's lien law, so called, of the State of Illinois, now in force or hereafter to be enacted. All contracts and agreements that may be made by Grantee relating to any work herein proposed, shall expressly state that the interest and reversion of Grantor in and to said premises shall be wholly free from and not subject to any lien or claim of any contractor,

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subcontractor, mechanic, material man or laborer, whether based upon any law or regulation of the State of Illinois, or any other authority, now in force or hereafter to be enacted, and Grantee also hereby covenants and agrees that it will not enter into any contract for such work which shall not in express terms contain the aforesaid provisions.

NINETEENTH: Grantee agrees to require its contractor, before commencing the work of installing, repairing, replacing or removing the Facility to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractor, a policy or policies of insurance issued by good and responsible insurance companies and in a form satisfactory to Grantor as follows:

- 1.) Workers' Compensation Insurance Policy: Coverage A - To pay promptly when due all compensation and other benefits required of the insured by the workers' compensation law. Coverage B - Employers' Liability: To pay on behalf of the insured with limits not less than \$500,000 each accident/occurrence all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom. Coverage A and Coverage B will cover all contractors, subcontractors, and their subcontractors.
- 2.) Comprehensive General Liability Policy or Policies covering all contractors, subcontractors and all their subcontractors with limits not less than the combined single limit of \$3,000,000 for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence, which policy or policies shall not exclude property of Grantor. Commonwealth Edison Company, as Grantor, shall be added as Additional Insured under endorsement GL 2010. Bodily injury means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death, at any time resulting therefrom. Property damage means (1) physical injury to or destruction of

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tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period; and

- 3.) Owners' Landlords' and Tenants' Liability Insurance Policy in the name of Grantor, Commonwealth Edison Company, as the insured, with limits of not less than the combined single limit of \$3,000,000 for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence, which policy shall not exclude property of Grantor. Bodily injury means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death, at any time resulting therefrom. Property damage means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

There shall be furnished to Grantor, prior to commencing the work of installing, repairing, replacing or removing the Facility, a certified copy of each policy of insurance or a Certificate of Insurance issued pursuant to the requirements contained in subparagraphs (1) and (2) of this paragraph and the original of each policy of insurance issued pursuant to the requirements contained in subparagraph (3) of this paragraph. Insurance coverage as required herein in subparagraphs (1) and (2) shall be kept in force until all work has been completed. Insurance coverage as called for in subparagraph (3) above shall be furnished to Grantor prior to commencing the work and shall be kept continuously in force so long as the said Facility herein authorized shall be in existence. Declarations in each of said policies shall identify

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the work as being done by and for others on property owned by Grantor and there shall be no exclusions in any of said policies not approved by Grantor.

TWENTIETH: The terms "Grantor" and "Grantee" wherever used in this instrument are intended in each instance to include the respective successors and assigns of Grantor or Grantee, whichever the case may be, and all of the terms and provisions of this instrument shall inure to the benefit of and be binding upon the respective successors and assigns of Grantor and Grantee.

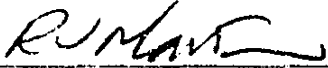
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective names by their respective officers or representatives all as of the day and year first above written.

COMMONWEALTH EDISON COMPANY

By 

Vice President

ATTEST:



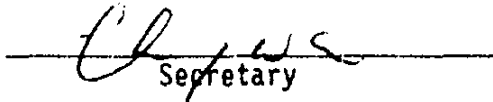
Assistant Secretary

CITIZENS UTILITIES COMPANY
OF ILLINOIS

By 

Vice President

ATTEST:


Secretary

HEW:lm
4166Y

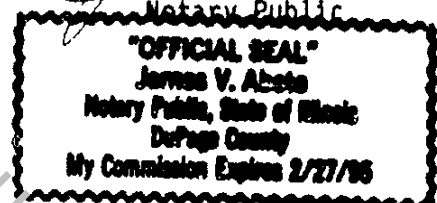
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, **JAMES V. ABETE**, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that *JOHN J. VILVA*, Vice President of COMMONWEALTH EDISON COMPANY, an Illinois corporation, and *R. J. MARTIN*, Assistant Secretary of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said company, did affix the said corporate seal of said company to said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27 day of OCTOBER, A.D. 1992.

James V. Abete
Notary Public



Committed
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, *Victoria M. Crawford*, a Notary Public, in and for said County in the State aforesaid, do hereby certify that *Ronald E. Walsh*, Vice President of CITIZENS UTILITIES COMPANY OF ILLINOIS, and *Charles J. Weiss*, Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of October, 1992.

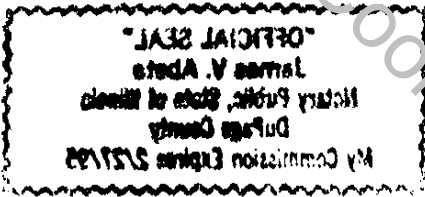
Victoria M. Crawford
Notary Public

VICTORIA M. CRAWFORD
NOTARY PUBLIC
MY COMMISSION EXPIRES JUL. 31, 1996

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JUDITH M. BARNES

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VICTORIA M. LAWRENCE
2024-2028
Cook County Clerk