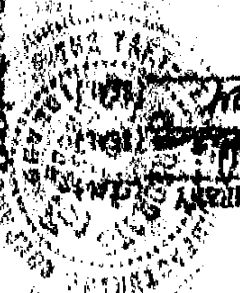


UNOFFICIAL COPY

86-9921-1 6-92
4519Y/MH/44

BY: _____ (SEAL)
 BY: _____ (SEAL)
 BY: _____ (SEAL)
 BY: _____ (SEAL)
 BY: _____ (SEAL)
 BY: _____ (SEAL)
 BY: _____ (SEAL)
 BY: _____ (SEAL)



Witness Grantor's hand and seal this 4th day of March, 1993

In the event the grantee deems it practical to abandon said assessment premises, grantee shall, pursuant to a request by the property owner of record or an appropriate party, release and disclaim all rights in and to the assessment premises and any other improvement thereon and any other improvements on the assessment premises. Grantee shall, however, remove the transmission lines and any other improvements on the assessment premises and any other improvements on the assessment premises and any other improvements on the assessment premises.

No highly flammable or explosive materials or hazardous waste shall be stored or burned on the assessment premises, nor shall the transportation, use or movement of anything having a weight in excess of 15 feet from the original ground grade level be allowed on the assessment premises.

The grantor expressly reserves the right to use the surface of said premises for agricultural or landscaping purposes only, and said use shall be subject to the rights herein granted and shall be in such manner as not to interfere with the construction, operation, maintenance, patrol and use by grantee, its successors and assigns of the electrical transmission lines, equipment and appurtenances thereto, or with other transmission lines uses, and no building, structure or obstruction shall be placed, erected or used by grantor on said premises. No changes in grade shall be made that would increase or decrease the existing ground elevation by more than one foot, and no ponds, ditches, water storage facilities, irrigation systems, underground pipe or other facility (other than normal) shall be placed in said premises without obtaining the prior written consent of the grantee. Also no burning or composting shall be done in said premises without obtaining the prior written consent of the grantee.

Upon completion of construction of said transmission lines, grantee will restore the surface of the construction area to as near as possible its original condition when first entered upon by grantee.

In the event an existing fence is cut for construction purposes, grantee will provide a temporary fence which will promptly be replaced by a permanent fence in a workmanlike manner upon completion of construction.

Grantee will pay grantor for all damages done to crops or livestock and will promptly repair or replace all damaged fences, gates, drains and ditches which may result from the installation and maintenance of said enumerated facilities.

The South 21 feet of the West 250 feet of that part of Section 5, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows:

Beginning at the Northwest corner of said Section 5; thence North 88 degrees 18 minutes East along the township and section line, 150 feet; thence South 1 degree 30 minutes East, to the Northerly right of way line of the 11th and Northwest Toll Highway; thence West along the said North right of way line to the West line of said Section 5; thence north along the West section line to the point of beginning.

Grantor, this, Inc., a Indiana corporation, The Farm-Peterson Manufacturing Company, a Rhode Island corporation, and its successors and assigns, does hereby give and grant to COMMONWEALTH FIDELITY COMPANY, an Illinois corporation, its successors and assigns (hereinafter referred to as "grantee"), hereby releasing and giving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, a perpetual right and warranty to construct, erect, operate, use, patrol, maintain, relocate, replace, rebuild, enlarge, renew and remove overhead and underground electrical and communication transmission lines, consisting of one or more circuits, including, but not limited to towers, pole structures and poles, with their foundations, wires, cables, conductors, cooling oil, gas or other cooling medium with pipes, ducts and pumps, underground counterpoise, anchors, underground grid, manholes, transformers, pedestals, and necessary fixtures, conductors and appurtenances attached thereto or adding to the number of said above enumerated facilities, in, over, under, upon or across the easement strip as hereinafter described, together with the right to cut down, trim or otherwise control the growth of all trees and bushes growing upon or over said easement strip and to clear obstructions from the surface and subsurface and the right of ingress and egress to and over said above easement strip at any and all times, for such purposes, including patrolling the lines, repairing, removing, renewing or adding to the number of said enumerated facilities. The land over which this easement is granted is described as follows:

FILED FOR RECORD AT THE CLERK'S OFFICE OF THE COUNTY OF ALABAMA, COUNTY OF ALABAMA, BY _____

11-2-93

RIGHT-OF-WAY GRANT

PARCEL NO. 24
 EILENTS LOC 972 R/W

33-0000-02

UNOFFICIAL COPY

My Commission expires

Notary Public

Given under my hand and NOTARIAL SEAL this _____ day of _____, 19__

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged he/she/they signed, sealed and delivered this instrument, as witness/their free and voluntary act for the uses and purposes therein set forth.

COUNTY OF _____

STATE OF _____

If grantors are individuals, complete the following:

Executed by Mortgagee/trustee _____, 19__

by consent to the rights herein granted.

The undersigned, being mortgagee/trustee under mortgage/trust deed recorded in the Office of the Recorder of Deeds of _____ County, Illinois, as Document No. _____, does hereby consent to the rights herein granted.

Consent of Mortgagee

My Commission expires 4-8-95

Notary Public

Given under my hand and notarial seal this _____ day of _____, 19__

I, the undersigned, a Notary Public in and for the state and county aforesaid, do hereby certify that the East-Pelton Manufacturing Company, and Jonathan P. Johnson, personally known to me to be the Secretary of said corporations, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Secretary, they signed and delivered the said instrument of writing as President and Secretary of the said Corporation, and caused the seal of the said Corporation to be affixed thereto pursuant to authority given by the Board of Directors of the said Corporation, 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.

COUNTY OF ARAPAHO

STATE OF COLORADO

My Commission expires

Notary Public

Given under my hand and notarial seal this _____ day of _____, A.D. 19__

I, _____, a Notary Public in and for the State and County aforesaid, residing in the County of _____, do hereby certify that _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

COUNTY OF _____

STATE OF _____

WITNESS:

Witness _____ hand and seal this _____ day of _____, 19__

The undersigned tenant, and person in possession of the premises above described in consideration of the sum of \$1.00 to _____ and agree that said Commonwealth Edison Company, its successors and assigns, may construct, erect, operate, use, patrol, maintain, relocate, replace, enlarge, renew and remove electrical transmission lines in, over and upon said premises upon the terms and conditions as are stated and set forth in this instrument.

UNOFFICIAL COPY

93263562

APR 12 PM 11:24

COOK COUNTY, ILLINOIS
RECORDS DEPARTMENT

...approval to be conclusively evidenced by their execution thereof; and the Right of Way Grant, together with such changes therein as they shall approve, such are, authorized and directed for and on behalf of the Corporation to execute and deliver FURTHER RESOLVED, that the proper officers of the Corporation be, and they hereby

approved and adopted; and NOW, THEREFORE, BE IT RESOLVED, that the Corporation grant no Property pursuant to the terms of the Right of Way Grant, which Right of Way Grant is hereby the transactions contemplated hereby;

WHEREAS, the Boards of Directors of the Corporation, after due consideration of the terms and conditions of the Offer to Grant Right of Way Easement (the "Right of Way Grant") substantially in the form presented to and reviewed by the Boards of Directors, and after being fully advised of the facts with respect to said proposed grant, consider it to be in the best interests of the Corporation to enter into the Right of Way Grant and the transactions contemplated hereby;

beginning at the Northwest corner of said Section 5; thence North 89 degrees 18 minutes East along the Township and section line, 150 feet; thence South 1 degree 30 minutes East to the Northerly right of way line of the Illinois Northwest Toll Highway, thence West along the said North right of way line to the West line of said section 5; thence North along the West section line to the point of beginning; and

follows:
The South 21 feet of the West 250 feet of that part of Section 5, Township 41 North, Range 9 East of the Third Principal Meridian, described as

owned by the Corporation located in Cook County, Illinois, described as follows:
"Corporation") desire to grant an easement to Commonwealth Edison Co. for the placement of certain utilities and access to and use of certain property (the "Property") owned by the Corporation located in Cook County, Illinois, described as follows:
WHEREAS, CRI, Inc., a Delaware Corporation, The Taft-Peirce Manufacturing Company, a Rhode Island Corporation, and Low, Inc., a Minnesota Corporation, (the

in full force and effect; the laws of said Corporations as of March 1, 1993, and that such resolutions are now by unanimous consent of the Boards of Directors, thereof, in accordance with the law and corporations, and the following is a true and correct copy of the resolutions duly adopted I do hereby certify that I am the duly elected and qualified Secretary of the above

CERTIFICATE
OF
RESOLUTION OF THE BOARDS OF DIRECTORS
OF
CRI, INC., THE TAFT-PEIRCE MANUFACTURING COMPANY, AND
LOW, INC.

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932637562

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CHICAGO, ILLINOIS 60601
P. O. BOX 7077
REAL ESTATE DEPT.
COMMONWEALTH EDISON COMPANY
Please Return to:

BOX 318

Property of Cook County Clerk's Office

Low, Inc.
Jonathan Johnson
Secretary

The Part-Police Manufacturing Company
Jonathan Johnson
Secretary

C:R:L, Inc.
Jonathan Johnson
Secretary

A True Record

this 31st day of March, 1993.

IN WITNESS WHEREOF, I have affixed my name as Secretary of said Corporation

FURTHER RESOLVED, that the proper officers of the Corporations be, and they hereby are, authorized and directed to take such actions and execute and deliver such certificates, instruments and documents as may be necessary to carry out the Right of Way Grant and the transactions contemplated thereby.

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Property of Cook County Clerk's Office