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**Commonwealth Edison**  
125 South Clark Street, Chicago, Illinois  
Address Reply to Post Office Box 707  
Chicago, Illinois 60690-0707

95400683

September 26 1994

Mr. Joseph Evers  
City of Elgin  
150 Dexter Court  
Elgin, IL 60120-5556

Re: City of Elgin  
One 18-Inch Watermain  
Joliet-Crystal Lake R/W  
Parcel 41

Dear Mr. Evers:

Attached hereto for transmittal to the City of Elgin is a fully-executed copy of the above-mentioned agreements dated September 21, 1994.

If you have any questions, please contact me on (312) 394-3274.

Yours truly,

R. T. Larson  
Senior Real Estate Agent

45.50  
42.00 Penalty  

---

87.50

RTL:lm  
Att.  
cc: T. C. Holzman

95400683

DEPT-10 PENALTY

\$42.00

COOK COUNTY RECORDER

RECEIVED  
SEP 29 1994  
CITY OF ELGIN  
ENGINEERING DEPT.  
INDEXED  
FILED  
SEP 29 1994  
#442 + SL #-95-400683

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**PLAT**

95400683

6-21-95

SEE PLAT BOOKS

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**Commonwealth Edison**  
125 South Clark Street Chicago Illinois  
Address Reply to Post Office Box 707  
Chicago Illinois 60600-0707

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September 26 1994

Mr. Joseph Evers  
City of Elgin  
150 Dexter Court  
Elgin, IL 60120-5555

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cc: T. C. Holzman

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42.00

DEPT. COUNTY RECORDER

RECORDED  
INDEXED  
SEP 28 1994  
CITY OF ELGIN  
ENGINEERING DEPT.  
#-95-400683

RECEIVED

SEP 30 1994

CITY OF ELGIN  
ENGINEERING DEPT.

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**PLAT WITH THIS DOCUMENT**

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THIS AGREEMENT, Made this 21st day of September, 1994, by and between COMMONWEALTH EDISON COMPANY, an Illinois Corporation, P.O. Box 767, Chicago, Illinois 60690-0767, (hereinafter referred to as "Grantor"), and the CITY OF ELGIN, a municipal corporation of Illinois, (hereinafter referred to as "Grantee");

## WITNESSETH:

That Grantor, for and in consideration of the payments of Ten Dollars (\$10.00) and other good and valuable consideration by the Grantee, receipt of which is hereby acknowledged, and in consideration of the 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, without warranty, a perpetual centerline easement, for the right and privilege to install, use, operate, maintain, replace and remove one 16-inch watermain without any manholes, appurtenances or deviation from plan thereof, (hereinafter referred to as "Facility"), in, under and across Parcel Number 41 of Grantor's Joliet Crystal Lake Right of Way located in the Northwest Quarter of Section 20, Township 41 North, Range 8 East of the Third Principal Meridian, Cook County, Illinois.

The said Facility is to be installed along the centerline as shown on Pavin-Marting and Company drawing sheet 1 of 1, dated November 18, 1993, marked Exhibit "A" attached hereto and made a part hereof.

This grant is made subject and subordinate to the rights previously granted by Grantor to Northern Illinois Gas Company and Lakehead Pipe Line Company such having installed equipment and facilities laid longitudinally in Grantor's Right-of-Way at this location. Consent of such Grantee(s) is a prerequisite to exercise of the rights hereunder granted.

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06-20-300-012

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This grant is made by Grantor and accepted by the Grantee under the following terms and conditions:

FIRST: Grantee shall notify Grantor in writing at least forty-eight (48) hours in advance, except in case of emergency and in case 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 have a representative or representatives present at such time or times if it so desires; said prior notice shall be directed to Grantor's Regional Office in Rockford, Illinois, telephone number (815) 966-2795, or such other person designated by Grantor, and Grantee agrees that any 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.

SECOND: Grantee agrees that said Facility will be 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.

THIRD: Grantee agrees to reimburse Grantor and its grantees, lessees or licensees for any expense incurred in protecting or rearranging their facilities due to the installation, operation, maintenance or removal of said Facility.

FOURTH: 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. Grantee shall defend, indemnify and hold harmless Grantor, its successors, assigns, officers, directors, shareholders,

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agents, representatives and employees from and against any suits, damages (including, but not limited to, consequential damages), losses, claims or causes of action, demands, injuries, costs and expenses of any kind including, without limitation, court costs, expenses, attorney and consultant fees, whether asserted under Environmental Laws or at common law, arising out of or related to 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 statutes, regulations or ordinances relating to the protection of health, safety or the environment including, without limitation, the Clean Air Act, the 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, contaminant or material 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.

FIFTH: Grantee shall indemnify and save harmless the Grantor, its officers and employees, 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

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

SEVENTH: Grantee agrees that any equipment used in the installation of the Facility shall not exceed fourteen (14) feet in height; that no blasting will be done, and that suitable markers will be installed and maintained to indicate the presence of and location of said Facility in Grantor's property. Upon completion of construction, Grantee agrees to furnish Grantor with a copy of plan indicating the installed location of said Facility and said markers.

EIGHTH: 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, the 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.

NINTH: 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

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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 or CG 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 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. Insurance coverage as required herein in subparagraphs (1) and (2) shall be kept in force until all work has been completed. Declarations in each of said policies shall identify 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.

TENTH: The rights herein are granted subject to any use now made of the hereinbefore described property by Grantor, its grantees, licensees and lessees, and should Grantor desire to make any use of its property with which the Facility will in any manner

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interfere, Grantor shall deliver to Grantee a written notice describing such proposed use and stating that said Facility will interfere with such proposed use. With the notice shall be an estimate of any additional costs incurred by Grantor if its proposed construction is altered to avoid or minimize interference with the Facility. Grantee shall, at its cost and expense, commencing ninety (90) days after receiving such notice from Grantor, (1) make such changes in said Facility as in the judgment of Grantor may be required to avoid or minimize such interference, including relocation of the Facility to another location designated by Grantor in its property or (2) notify Grantor within twenty (20) days of receipt of such notice, that it elects to reimburse Grantor for said additional cost.

ELEVENTH: 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.

TWELFTH: 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, replacement or removal of the Facility and Grantee agrees, upon completion of said work to replace all back filling material and surfacing material in a neat and workmanlike manner and to leave Grantor's property in a neat, clean and orderly condition, including the restoration of top soil to its initial pre-construction depth where tillable soil existed prior to installation of said Facility and restoration of the ground to its

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initial pre-construction elevation. Grantee agrees that there shall be no impairment of natural drainage or of installed drainage facilities occasioned by the construction, installation, repair, replacement, maintenance, operation or removal of the Facility.

**THIRTEENTH:** 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; Grantee further covenants and agrees to hold Grantor 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.

**FOURTEENTH:** Upon completion of the construction, installation, laying or placing of said Facility, Grantee shall thereafter and at its own expense maintain, repair and renew said Facility and, in the event of its failure to do so, Grantor shall have the right, after ten (10) days' written notice to Grantee, to either itself maintain, repair and renew said Facility at the sole cost and expense of Grantor, or to terminate this agreement.

**FIFTEENTH:** 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.

**SIXTEENTH:** Grantee agrees that Grantor and or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local

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improvement project or otherwise charged for the cost of such improvement.

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 given 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 expenses 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 account to the Grantee therefor, and Grantee shall reimburse Grantor for all expense, 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 Grantor'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

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of any right to enforce any term, covenant, agreement or condition herein contained.

EIGHTEENTH: This agreement shall be executed for and on behalf of the Grantee pursuant to a Resolution passed by the Mayor and City Council of Granton and a certified copy of said Resolution shall be attached hereto and made a part hereof as evidence of the authority herein exercised by the undersigned Officers of the Grantee.

NINETEENTH: 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 by their proper officers thereunto duly authorized as of the day and year first hereinabove written.

COMMONWEALTH EDISON COMPANY

By

  
Vice President

ATTEST:

  
Assistant Secretary

CITY OF ELGIN

By

ATTEST:

  
Attestor

RTL:lm  
4322.rtl

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

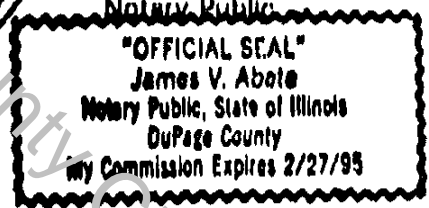
I, **JAMES V. ABETE**, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that **R. J. MANNING**, Vice President of **COMMONWEALTH EDISON COMPANY**, an Illinois corporation, and **R. R. MIGELY**, Assistant Secretary of said company, personally known to me to be the same 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 21<sup>ST</sup> day of SEPTEMBER, A.D. 1994.

*James V. Abete*  
Notary Public

My Commission Expires \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )



I, **NANCY ROLL**, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that **GEORGE KANDERAKA** personally known to me to be the Mayor of the City of Elgin, and **DELOAN A. ...** personally known to me to be the Clerk of said City, both of whom are personally known to me to be the same persons whose names are subscribed to the acceptance of the foregoing instrument as such Mayor and Clerk, appeared before me this day in person and acknowledged that they signed and delivered such acceptance for and on behalf of said City and caused the corporate seal of said City to be affixed thereto as their free and voluntary act, and as the free and voluntary act of said City for the uses and purposes therein set forth, pursuant to a written resolution duly passed by the Mayor and City Council of said City on the 24<sup>TH</sup> day of AUG., A.D. 1994.

Given under my hand and notarial seal this 26<sup>TH</sup> day of AUGUST, A.D. 1994.

*Nancy Roll*  
Notary Public

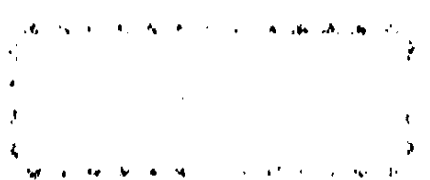
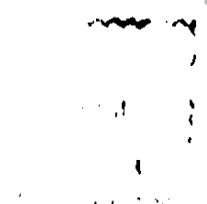
My Commission Expires 8-10-97



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Resolution No. 94-243

RESOLUTION  
AUTHORIZING EXECUTION OF AN EASEMENT AGREEMENT  
(Commonwealth Edison Company)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, ILLINOIS, that George VanDeVoorde, Mayor, and Dolonna Mecum, City Clerk, be and are hereby authorized and directed to execute an easement agreement on behalf of the City of Elgin with Commonwealth Edison Company for the installation of water mains on, under and across Parcel Number 41 of Grantor's Joliet Crystal Lake Right of Way located in the Northwest Quarter of Section 20, Township 41 North, Range 9 East of the Third Principal Meridian, Cook County, Illinois.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to cause the Easement Agreement to be recorded in the office of the Recorder of Deeds of Cook County, Illinois.

s/ Robert Gilliam  
Robert Gilliam, Mayor Pro Tem

Presented: August 24, 1994  
Adopted: August 24, 1994  
Omnibus Vote: Yeas 6 Nays 0

Attest:

s/ Dolonna Mecum  
Dolonna Mecum, City Clerk

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State of Illinois)  
County of Kane ) ss.  
City of Elgin )

## CERTIFICATE OF CITY CLERK

I, Dolonna Mecum, DO HEREBY CERTIFY that I am the City Clerk of the City of Elgin, in the Counties of Kane and Cook in the State of Illinois, and that as such City Clerk I am the keeper and custodian of the files and records of said City of Elgin and the seal thereof.

I DO FURTHER CERTIFY that the attached is a full, true, and correct copy of Resolution No. 94-243, Resolution Authorizing Execution of an Easement Agreement (Commonwealth Edison Company), adopted by the Elgin City Council on August 26, 1994, the original of which is entrusted to my care for safe keeping.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the City of Elgin at the said City in the County and State aforesaid this August 29, 1994.

Dolonna Mecum  
City Clerk

(SEAL)

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