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1999-05-11 12:25:06  
Cook County Recorder 47.50



99454622

## VALVE SITE EASEMENT ADDENDUM

THIS ADDENDUM is made and entered this 24<sup>th</sup> day FEBRUARY of 1999, by and between COMMONWEALTH EDISON COMPANY, an Illinois Corporation, P.O. Box 767, Chicago, Illinois 60690 (hereinafter referred to as "Grantor"), and NICOR GAS, an Illinois Corporation, P.O. Box 190, Aurora, Illinois 60507, (hereinafter referred to as "Grantee");

### WITNESSETH:

WHEREAS, Grantee, on April 27, 1995, entered into a certain Agreement with Grantor for the right and privilege, of installing, using, operating, maintaining, replacing and removing one (1) 36-inch diameter pipeline in and along the various properties of Grantor for the purposes of transporting natural gas, ( hereinafter referred to as "Agreement").

WHEREAS, Grantee wishes to amend and supplement the Agreement in order to install one (1) fenced-in and graveled valve site yard, (which valve site yard shall be no larger than 8 feet by 8 feet, and all fencing and gates shall not exceed an overall height of 7-feet) and one (1) 12-inch gas main tap, extending in a westerly direction from the valve site across Grantor's Property, as indicated on the Nicor Gas drawings, titled "1999 Rocky Road Power Plant Project", drawing nos. 195-2, dated 1-14-99, and 195-5,

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dated 1-21-99, marked Exhibit "A", attached hereto and made a part hereof, (hereinafter collectively referred to as "Facility").

NOW THEREFORE, Grantor after reviewing Grantee's request finds that it is agreeable to amend and supplement the Agreement; and BY THESE PRESENTS DOES GIVE AND GRANT unto Grantee, without warranty, a modification of the easement rights heretofore given, to include and provide for a perpetual easement for the installation, use, operation, maintenance and removal of the Facility. Said Facility shall be located in, under and upon Parcel 28 of Grantor's Joliet - Crystal Lake Right of Way, as situated in the Northwest Quarter of Section 30, Township 42 North, Range 9, East of the Third Principal Meridian, Cook County, Illinois ( hereinafter referred to as "Grantor's Property" ); provided, Grantee agrees to observe and comply with the following terms and conditions:

1. In addition to any payments or reimbursements to Grantor, as hereinafter provided for, Grantee agrees to pay Grantor the sum of Two Thousand Dollars and No/100.( \$ 2,000.00 ) as its consideration to Grantor in complying with Grantee's request for the granting of said easement for the Facility herein described, said sum is due and payable upon the execution hereof by Grantee.

2. The parties hereto agree that all of the terms, conditions and covenants as contained in the Agreement, are incorporated herein and made a part hereof to the same full extent as if stated in writing herein, unless any such term, condition or covenant has been changed, modified or amended pursuant to this addendum.

3. Grantee agrees that said Facility will be installed in strict conformity with the plans attached hereto as Exhibit "A" and no change in work shall occur unless

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approved in accordance with the terms and conditions of the Agreement. The Facility's metallic fence and gate shall be grounded in accordance with Grantor's Grounding Specification C9484, marked Exhibit "B", attached hereto and made a part hereof, or in a method equivalent thereto and acceptable to Grantor. Grantee further agrees that any fencing to be installed will be located with a minimum distance of at least 25-feet of separation, as measured horizontally, from any of Grantor's existing steel towers, steel poles or wood poles, in order that Grantor's access to such electrical equipment may be maintained at all times.

4. Grantee agrees to notify Grantor's Regional Right of Way Agent in Rockford, Illinois, telephone number (815) 490-2795, at least 48 hours before commencing any work in Grantor's Property in order that Grantor can have a representative present during construction, if it so desires. It is further understood and agreed to by Grantee that if in the opinion of Grantor's Regional Right of Way Agent or other authorized agent, Grantee's work endangers the facilities of Grantor, Grantor retains the right to stop all work until adequate assurances are provided to Grantor. Grantor's failure to stop all work is not to be deemed approval of Grantee's work or a waiver of Grantor's rights to indemnification or otherwise under this agreement. Grantee further agrees to reimburse Grantor for the services of such representative or representatives within thirty (30) days upon receipt of a bill.

5. Prior to any construction, Grantee agrees to notify J.U.L.I.E. (Joint Utility Location Information for Excavators), telephone number 1 (800) 892-0123 in order to locate and protect all existing utilities and pipelines which may be present in the immediate construction area.

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6. Grantee shall have the right of temporary access over, across or along portions of Grantor's Property, for purposes of the installation, maintenance, operation and removal of the Facility. Grantee's route of the temporary access has not been defined and may change from time to time as may be required by Grantor and Grantee shall exercise its right of temporary access in such a manner as not to interfere with Grantor's use of its property.

Grantor's use of its property to reach any of its facilities, equipment or land in the course of its business operations and construction requirements is a reserved and paramount right and that access by Grantor must be made available at all times.

Grantee's Facilities should be designed for HS20 loading to withstand Grantor's use of heavy construction equipment in the course of its business operations and construction requirements.

7. Grantee agrees : (1) that no blasting will be done on Grantor's Property ; (2) that any operating or construction equipment used or stored on Grantor's Property will maintain OSHA Standards 1910.180(j) and 1910.151(j)(5)(i) regarding Equipment Clearances from Overhead Facilities; (3) that all necessary safety precautions shall be taken while working with equipment under or adjacent to Grantor's energized lines; (4) that said pipeline shall be installed at a minimum depth of six (6) feet; (5) Grantee shall maintain a minimum distance at ground level of 15 feet of horizontal separation or undisturbed earth from the top of Grantee's proposed pipeline trench to the concrete foundation of Grantor's existing electrical transmission steel towers or steel poles.

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

9. Grantee agrees to remove all excess construction materials, debris and spoil from Grantor's Property upon completion of its Facility and to leave Grantor's Property in a neat, clean and orderly condition at all times and to the satisfaction of Grantor. Grantee agrees that there shall be no impairment of any natural or installed drainage facilities occasioned by the construction, installation, repair, replacement, maintenance, operation or removal of the Facility.

10. Grantee agrees, for the construction of the Facility, 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 \$1,000,000 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 \$5,000,000 for bodily

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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 CG2010. 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.

- 3.) Automobile Liability in the amount of not less than \$2,000,000 per occurrence combined single limit covering all owned, leased, rented and non-owned vehicles.

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), (2) and (3) of this paragraph. Insurance coverage as required herein in subparagraphs (1), (2) and (3) 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. Should Grantee's contractor fail to maintain such insurance, Grantee agrees to maintain policies and programs of self-insurance to protect Grantor from liability that Grantee may be responsible for in the construction of its Facility.

11. 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 Will and any other authorities having jurisdiction, before using said premises for the purpose

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herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of any such authorities. Grantee shall secure all wetland permits as may be required from the appropriate federal, state, county or local regulatory agencies prior to commencing any work on Grantor's Property and to use erosion control methods or any other method provided by the Federal Clean Water Act in order to prevent any construction material or debris from reaching any wetland areas, in the event any construction material or debris reach any wetlands area, the same shall be removed and the area restored, as nearly as practicable to its original condition to the extent required by law. Grantee further agrees to provide Grantor with copies of all such permits, licenses or authorities received from the appropriate regulatory agencies, upon request. Grantee agrees to monitor, maintain, and restore said wetland areas for the time and duration as specified in its permits, licenses or other authorities and to return the wetland areas to a condition that is satisfactory to said regulatory agencies and Grantor.

Grantee shall indemnify and save harmless Grantor from any claims, causes of actions, demands, losses, costs and expenses of any kind, including but not limited to, court costs, attorneys fees and consultant fees that may be attributable to Grantee's wetlands issues.

12. Grantee shall construct and operate the Facility in compliance with all applicable Environmental Laws and shall not cause any Hazardous Material to be released or spilled on Grantor's Property. Grantee shall defend, indemnify and hold harmless Grantor, its successors, assigns, officers, directors, shareholders, agents, representatives and employees from and against any suits, damages, losses, claims or causes of action, demands, injuries, costs and expenses of any kind including, without limitation, court

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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 Environment 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.

If, during the performance of Grantee's work, Grantee becomes aware that soil, groundwater, or other material on, within or under Grantor's Property is contaminated by any Hazardous Material, Grantee shall notify Grantor. In such event, Grantee shall immediately secure the work area in such a manner as to adequately protect the public safety.

Grantee shall manage any soils excavated by Grantee in which Hazardous Material are encountered in accordance with the applicable Environmental Laws and, if



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allowed by such Laws, Grantee shall return the excavated work area to the condition the work area was in immediately before such Hazardous Material were encountered. If under the applicable Environmental Laws the excavated soils cannot be returned to the excavated work area, Grantee shall remove and dispose of the contaminated soil for which Grantee is responsible at no cost to Grantor. Grantee shall not deposit such contaminated soil on Grantor's Property, but shall immediately commence to remove said soil in compliance with all applicable Environmental Laws. Except as provided in this Addendum or under Environmental Laws, Grantee shall not be responsible for the removal or disposal of any soil, which it has not contaminated or for any remediation of the work area, which does not arise as a result of Grantee's work or presence on Grantor's Property.

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

13. Any notice herein provided to either Commonwealth Edison Company, or Nicor Gas shall be deemed properly served if given in writing and delivered to the other party in care of the following:

to Mr. Joseph R. Johnson

Manager Real Estate  
Nicor Gas  
P.O. Box 190  
Aurora, Illinois 60507-0190  
Facsimile : (630) 983-8725

or to Commonwealth Edison Company

Mr. M. R. Norris  
Land Management Administrator  
Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Facsimile : 312/ 394 - 7773

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or to such other person or place as the parties hereto may designate from time to time.

The term "in writing" will be deemed to have been given when delivered personally, or by electronic facsimile transmission (if receipt is verified and a signed copy is promptly mailed), to the party designated above to receive such notice, or on the date following the day sent by overnight courier; or on the third (3rd) business day after the same is sent by certified mail, postage and charges prepaid, directed to the party entitled thereto at the address first above listed.

14. This Addendum and the Agreement shall be construed in accordance with and be governed by the laws of the State of Illinois.

15. The parties hereto agree that this Addendum and the Agreement may be subject to the review and approval of any governmental or regulatory body which has jurisdiction over the parties. If any governmental or regulatory agency or court of competent jurisdiction holds that any provision of this Addendum or the Agreement is invalid, or if, as a result of a change in any law, any provision of this Addendum or the Agreement is rendered invalid or results in the impossibility or impracticability of performance thereof, the remainder of this Addendum or the Agreement shall not be affected thereby and shall continue in full force and effect.

In the event any provision of this Addendum or the Agreement is so held invalid, the parties hereto shall promptly renegotiate in good faith new provisions to restore this Addendum or the Agreement as nearly as possible to its original intent and effect.

16. Grantee agrees to reimburse Grantor for any tax increase within thirty (30) days after presentation of a bill, should (1) Grantee's Facility change the assessed valuation

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of the Real Estate Tax Parcel of Grantor's Property and (2) Grantee's Facility be assessed with Grantor's real estate interests or improvements in the same tax parcel.

17. 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. Grantee may not assign this Easement Addendum or any rights hereunder without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

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

COMMONWEALTH EDISON COMPANY

By M. R. Norris

M. R. Norris  
Land Management Administrator

NICOR GAS

By B. C. Elliott 2/19/99  
Vice President



ATTEST:

By Alexander C. Allsina  
Asst Secretary of Nicor Gas

PIN: (PART) 01-30-100-013

LOCATION: EAST OF AND ADJACENT TO COOK-KANE COUNTY LINE, APPROXIMATELY 1/2 MILE NORTH OF HIGGINS ROAD, BARRINGTON HILLS, IL.

This Instrument was prepared by Mike McNamara on behalf of Commonwealth Edison Company, P.O. Box 767, Chicago, Illinois 60690

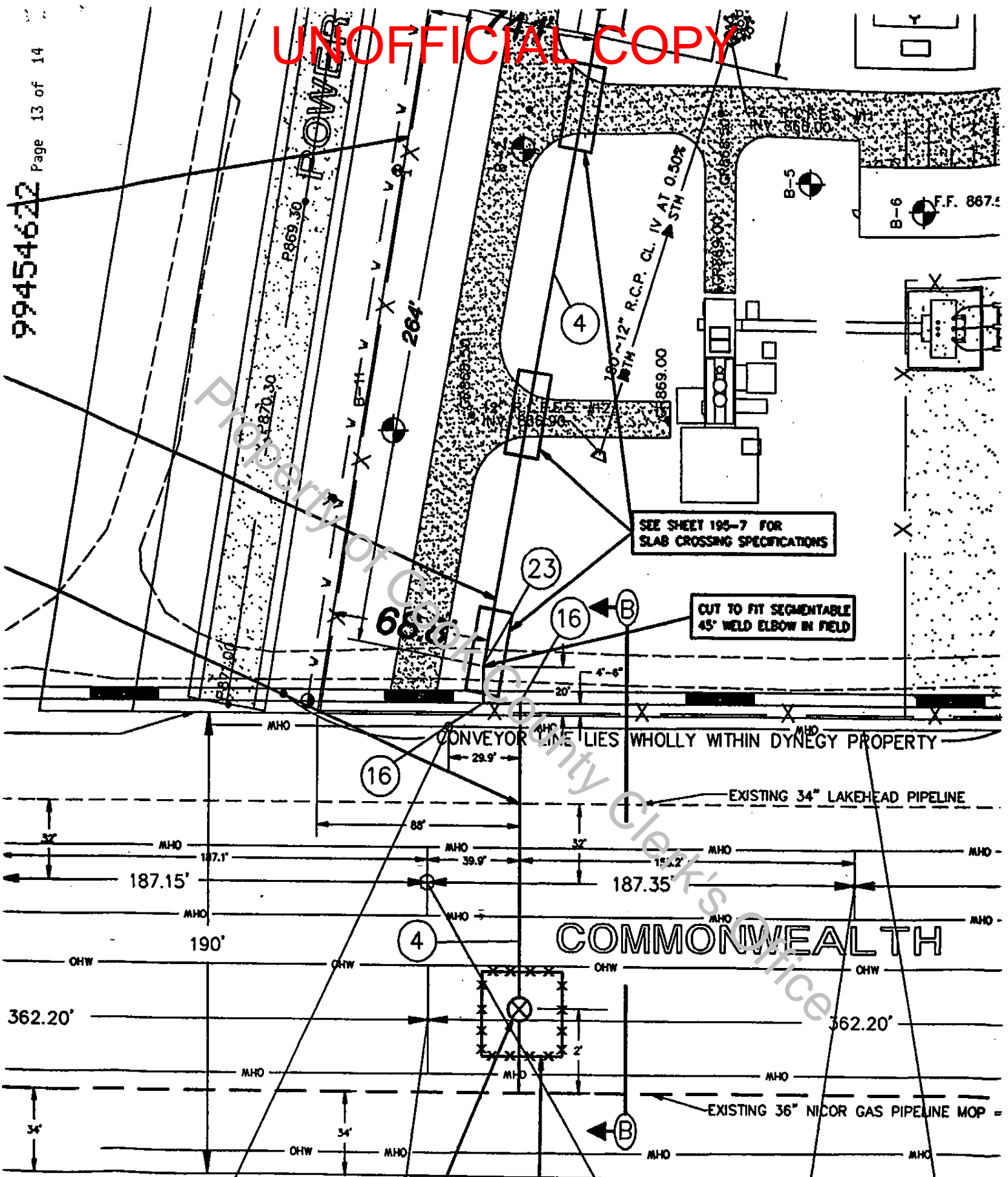
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POWER POLE  
G/ELEV.=865.9  
TOP OF POLE=908

BTM. CON. (EAST)=909.9  
BTM. CON. (WEST)=910.6  
AMBIENT TEMP. = 49F

G/ELEV.=864.4  
BTM. CON. (EAST)=907.5  
BTM. CON. (WEST)=907.55

TAG #	LD6
	95'
	92'

POWER POLE  
G/ELEV.=863.4  
TOP OF POLE=90

PROPOSED 12" BALL VALVE (BURIED)  
W/GEARED OPERATOR AND HANDWHEEL  
4' ABOVE GRADE. BALL VALVE IS  
ANSI 300#, FXF  
SEE DRAWING 195-5

195-2  
PROPOSED 8' x 8' FENCED AREA  
W/7' HIGH CHAIN LINK FENCE  
AND 5' MAN GATE  
(BY OTHERS)

BTM. CON. (EAST)=899.5  
BTM. CON. (WEST)=899.3  
AMBIENT TEMP. = 47F

EXHIBIT A

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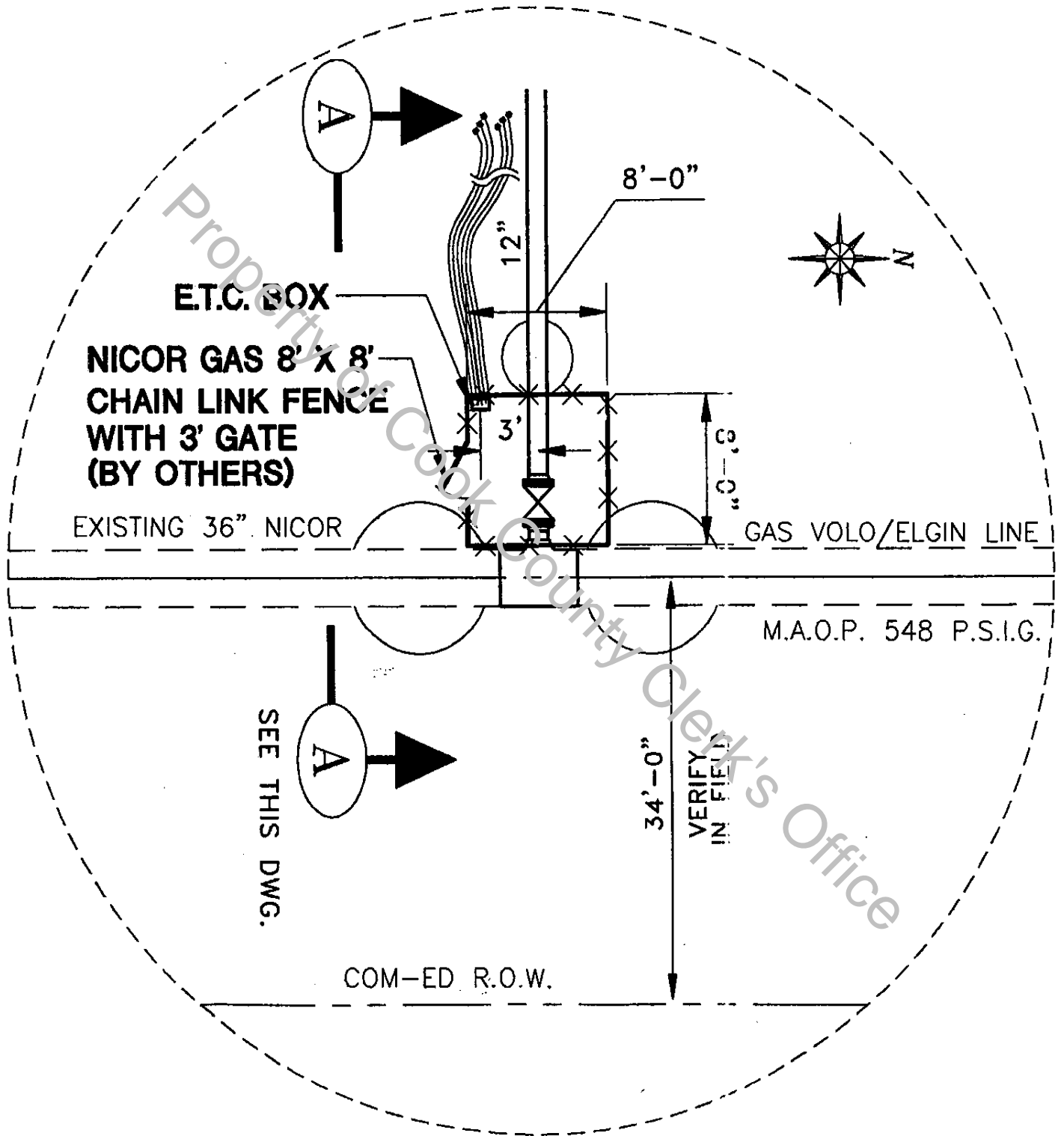


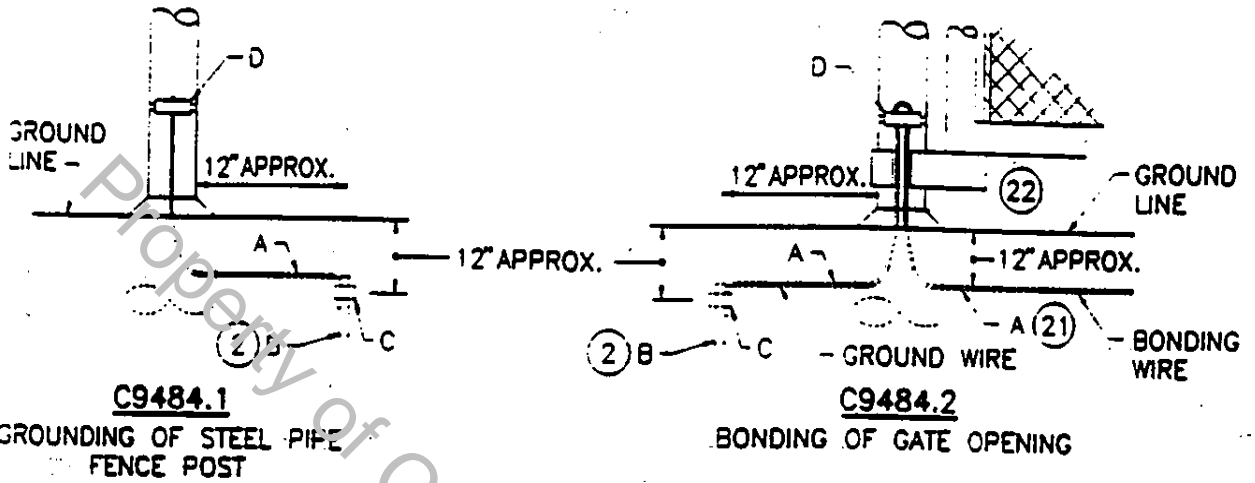
EXHIBIT A  
195-5

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## FENCE GROUNDING

ON WOVEN WIRE FENCES ON TRANSMISSION LINE RIGHTS-OF-WAY

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ITEM	MATERIAL DESCRIPTION	EM	S.I.	QUANTITY	
				.1	.2
A	CONDUCTOR, 1/0 BARE STR., S.D., CU.	(1) 28010	355082	AS REQ'D.	AS REQ'D.
B	ROD, GROUND, 5/8" x 8FT. LONG, COPPERCLAD	(1) 24005	384198	1	2
C	GROUND ROD CONNECTION - PER C9475.1	(1)		1	2
D	CLAMP, GROUND HEAVY DUTY, RANGE 2" TO 2 3/8" PIPE, BURNDY CO 18.16	(1)		1	2

**NOTES:**

CONSTRUCTION INFORMATION

- ① ALL MATERIAL SHOWN MAY BE OBTAINED FROM RELIABLE ELECTRIC COMPANY, GRAYBAR ELECTRIC COMPANY, INC. OR McMASTER CARR SUPPLY COMPANY.
- ② INSTALL GROUND RODS IN ACCORDANCE WITH SYSTEM STANDARD C0710.

ENGINEERING INFORMATION

- ②① ANY GATE OR OTHER OPENING PARALLEL TO THE TRANSMISSION LINE SHALL BE BONDED ACROSS BY A BURIED BONDING JUMPER.
- ②② A GATE SHALL BE METALLICALLY CONNECTED OR BONDED TO THE GROUNDING CONDUCTOR, JUMPER OR FENCE.
- ②③ A MINIMUM OF 2 GROUND RODS SHALL BE INSTALLED WITH 1 GROUND ROD AT EACH END OF THE FENCE ON THE RIGHT-OF-WAY. ADDITIONAL GROUND RODS SHALL BE INSTALLED SO THAT THE DISTANCE BETWEEN GROUND RODS CONNECTED TO THE PORTION OF THE FENCE PARALLEL TO THE TRANSMISSION LINE SHALL NOT EXCEED 100 FEET.

SYSTEM ELECTRICAL ENGINEERING DEPARTMENT

COMMONWEALTH EDISON COMPANY  
SYSTEM STANDARD

**EXHIBIT "B"**

X T L S C O E  
REVISION

ACAD