

# SUPPLEMENTAL AMENDMENT TO EASEMENT FOR STREET

Tract: HS-9

County: Cook

State: Illinois

**THIS AGREEMENT** is made and entered into this 9<sup>TH</sup> day of SEPTEMBER, 2015 by and between **NATURAL GAS PIPELINE COMPANY OF AMERICA LLC**, a Delaware limited liability company (hereinafter referred to as "COMPANY"), with an office at 23725 W. County Farm Rd., Shorewood, Illinois 60431 (hereinafter referred to as "NATURAL"), and **VILLAGE OF HANOVER PARK**, an Illinois municipal corporation (hereinafter referred to as "GRANTEE"), at 2121 West Lake Street, Hanover Park, Illinois 60133. NATURAL and GRANTEE may be referred to in this Agreement collectively as the PARTIES.

**WHEREAS**, by instrument dated February 6, 1969, a copy of which is attached hereto and labeled Exhibit "A", NATURAL's predecessor did grant unto GRANTEE'S predecessor, an Easement For Street for the right and easement in perpetuity to construct, maintain, repair, renew and remove a 60-foot wide street (hereinafter referred to as the "Easement"), including sidewalks and curbing, a box culvert, a 6-inch force main, an 8-inch water main and a 10-foot wide open drainage ditch on and within a tract of land being situated in Cook County, State of Illinois and more particularly described as follows:

The South ninety-nine (99) feet of the East 100 acres of the Northeast quarter (NE ¼) of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian.

**WHEREAS**, GRANTEE, its successors and assigns, now desire to relocate a portion of the existing 8-inch water main as depicted on Exhibit "B" attached hereto and made a part hereof, and;

**WHEREAS**, said 8-inch water main relocation will require an additional 20-foot wide easement abutting the west line of the said 60-foot wide easement, and;

**NOW THEREFORE**, in consideration of the initial payment of the sum of **THIRTY FIVE HUNDRED DOLLARS (\$3,500.00)** for document preparation, and for other good and valuable consideration, the receipt of which are hereby acknowledged, NATURAL hereby grants unto GRANTEE the right, privileges and easement to relocate, construct, maintain, repair, renew and remove said 8-inch water main along with its necessary appurtenances within the said 60-foot wide easement and within an additional 20-foot wide easement abutting the west line of the said 60-foot wide easement.

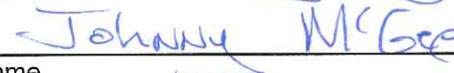
**FURTHER**, for and in the consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is agreed as follows:

1. During the initial construction of the 8-inch water main relocation, GRANTEE shall have the use of a temporary construction easement as depicted on Exhibit "B". GRANTEE agrees to occupy the temporary construction easement only for the length of time necessary to construct and test the water main and restore the easement.
2. Except as herein amended, the above-mentioned Easement For Street is hereby ratified, affirmed and adopted by NATURAL in every respect as written, and the same is hereby declared to be in full force and effect.

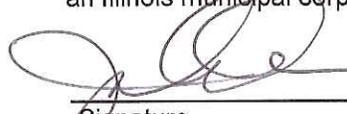
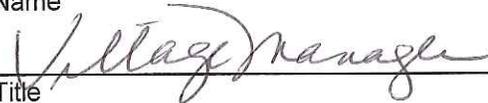
3. Except for the 8-inch water main and its necessary appurtenances as depicted on Exhibit "B", GRANTEE shall not construct any other facilities (surface or subsurface) within the said 20-foot wide easement.
4. The instruments and all of their terms and provisions shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the PARTIES hereunto subscribed their names as of the date first above written.

**NATURAL GAS PIPELINE COMPANY OF AMERICA LLC**  
a Delaware limited liability company

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title

**VILLAGE OF HANOVER PARK**  
an Illinois municipal corporation

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

THE STATE OF Texas

§  
§  
§

COUNTY OF Harris

This instrument was acknowledged before me on this the 4<sup>th</sup> day of September, 2015, by Johnny McGee (name), as Vice President (type of authority, e.g., officer, trustee, etc.) of NATURAL GAS PIPELINE COMPANY OF AMERICA LLC on behalf of and as the act of the said entity.

{Seal}



10-21-2016

Commission Expires

Karla S. Fikac  
Notary Public

THE STATE OF Illinois §  
COUNTY OF Cook §

This instrument was acknowledged before me on this the 26 day of August, 2015, by Susan Krauser (name), as Executive Assistant (type of authority, e.g., officer, trustee, etc.) of the Village of Hanover Park, an Illinois municipal corporation, on behalf of and as the act of the said entity.

{Seal}

12-27-15  
Commission Expires

Susan Krauser  
Notary Public



THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ (name), as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.) of the Village of Hanover Park, an Illinois municipal corporation, on behalf of and as the act of the said entity.

{Seal}

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

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

6/6

EASEMENT FOR STREET

THIS INDENTURE, made and entered into this 6<sup>th</sup> day of February, 1969, by and between NATURAL GAS PIPELINE COMPANY OF AMERICA, a Delaware corporation, (hereinafter referred to as "Natural"), and HANOVER LONGMEADOWS PARTNERSHIP (hereinafter referred to as "Grantee"),

W I T N E S S E T H:

WHEREAS, by Deed dated June 16, 1952 and recorded on June 19, 1952 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 15369032, E. A. Palm, a spinner, conveyed the following described premises to Chicago District Pipeline Company, an Illinois corporation:

The South ninety-nine (99) feet of the East 100 acres of the Northeast quarter (NE 1/4) of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian

(hereinafter referred to as "the premises"); and

WHEREAS, Natural has succeeded to all of the rights and property of Chicago District Pipeline Company in and to the premises; and

WHEREAS, the Grantee has requested Natural to grant unto Grantee the right and easement in perpetuity to construct, maintain, repair, renew and remove a 60-foot wide street, including sidewalks and curbing, a box culvert, a 6-inch force main, an 8-inch water main and a 10-foot wide open drainage ditch on and within the premises and Natural is willing to grant such easement but only on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Natural hereby agrees to and does hereby grant, subject to the

*See Plat 403-D-14  
dated 10-17-68*

conditions hereinafter contained, to Grantée, its successors and assigns, but without warranty, the right and easement in perpetuity to construct, lay, maintain, repair, operate, renew and remove a 60-foot wide street, including sidewalks and curbing, a box culvert, a 6-inch force main, an 8-inch water main and a 10-foot wide open drainage ditch on and within the premises at locations more particularly shown on the plat which is attached hereto as Exhibit "A" and expressly made a part of this Agreement. (The above referred to facilities are hereinafter referred to as "said facility.")

The rights herein granted by Natural to Grantee are granted upon the following express conditions and provisions, which Grantee for and on behalf of itself, its successors and assigns, expressly acknowledges, undertakes and agrees to fulfill and discharge, to wit:

FIRST: Grantee shall exercise the rights herein granted to it by Natural in a manner that will not interfere with the present or future installations or operations by Natural upon the premises and Natural hereby reserves for itself, its successors and assigns, all rights necessary for its pipeline operations including, without limitation, the rights to relocate, operate, maintain, repair, renew and remove such of its facilities as are now in place within or upon the premises, to construct therein and to relocate, operate, maintain, repair, renew and remove such additional facilities as Natural may, in the future, deem to be necessary. In the event that, at some future date, said facility shall interfere with the relocating, operating, maintaining, repairing or renewing of any of Natural's facilities presently located within or upon the premises, or the installation, relocation, operation, maintenance, repair or renewal of additional facilities therein by Natural, Grantee will, at its sole cost and

expense, either (a) relocate said facility to avoid such interference, or (b) pay Natural any additional cost or expense incurred by Natural in relocating, operating, maintaining, repairing or renewing Natural's said facility or any additional cost or expense incurred by Natural in designing or constructing additional facilities so as to avoid such interference.

SECOND: In the event that Grantee, its successors, assigns or lessees shall cease to use said facility for a period of twenty-four (24) consecutive months, all rights given to Grantee hereunder shall cease and terminate. Upon termination of this Agreement, Grantee shall remove said facility from the premises. In the event that Grantee shall fail to remove said facility within six (6) months of the date of termination of this Agreement, Natural may remove the same and the cost thereof shall be borne by Grantee.

THIRD: Except for routine maintenance work and except in an emergency, all construction, reconstruction, installation, maintenance, repair and removal work performed by Grantee on the premises shall be performed by Grantee only following the giving to Natural of written notice of any such work at least forty-eight (48) hours prior to commencement of said work so that Natural may complete any protective work deemed necessary by Natural to insure the safety of Natural's facilities located in or near the location of the proposed work. Natural shall be reimbursed for the cost of inspection and any reasonable costs incurred by Natural in protecting its facilities.

FOURTH: All construction, reconstruction, installation, maintenance, repair and removal work performed by Grantee pursuant to this Agreement shall conform to the following rules and regulations:

(a) No blasting shall be done in connection with any of the work performed by Grantee hereunder within fifty (50) feet of any pipeline or facility of Natural;

(b) All digging within ten (10) feet of any pipeline or facility of Natural within the premises shall be performed by hand;

(c) If at any time Grantee shall find it necessary to excavate underneath any pipeline or facility of Natural, proper precautions shall be undertaken by Grantee to insure adequate support of said pipeline or facility during and after the said construction work;

(d) A minimum of eighteen (18) inches clearance shall be maintained between any facility of Grantee and any pipeline or facility of Natural;

(e) Grantee, at its own cost and expense, shall replace in a good and workmanlike manner and with substantial supports, all tile cut in the construction, reconstruction, installation, maintenance, repair and removal of its facilities;

(f) Detailed plans showing the location of the proposed facilities shall be submitted to Natural prior to commencement of any work to be done hereunder;

(g) A minimum cover of at least thirty-six (36) inches shall be maintained over Natural's said pipelines.

FIFTH: Grantee shall at all times and under all circumstances, indemnify, protect and save harmless Natural, its successors and assigns, from and against all damages, losses, claims, demands, actions and causes of action whatsoever, including costs, expenses and any attorneys' fees which may be incurred in connection therewith, whether the claim, demand or action asserted be meritorious or not, in favor of any governmental authority, municipality, corporation, firm or individual, which may in any manner result from or arise out of or in connection with the construction, reconstruction, installation, maintenance, repair, removal or existence of any facility of Grantee upon the premises, or the existence of the right and easement hereby granted to Grantee, or the presence of Grantee's facilities or

granted to Grantee, or the presence of Grantee's facilities or equipment on the premises whether authorized under this indenture or not.

SIXTH: Grantee shall reimburse Natural upon demand for all assessments and taxes levied upon the property of Natural on account of any or all facilities or equipment of Grantee now or hereafter constructed within the premises, provided Grantee is given reasonable notice in advance of any payment by Natural of such assessments or taxes in order to permit Grantee to file objections thereto if it so desires.

SEVENTH: Natural will not be liable for the repair or replacement of any of Grantee's facilities which are damaged in the course of the repair or maintenance of any pipeline or facility of Natural within the premises, unless any such damages or destruction of such facilities resulted from negligence or intentional act or acts of Natural or its employees or agents.

EIGHTH: Grantee shall bear all costs of protecting Natural's pipelines and other facilities, including, without limitation, casing the pipelines, which in Natural's sole opinion becomes necessary by reason of the facilities constructed hereunder.

NINTH: This Agreement shall inure to the benefit of and be binding upon the successors, assigns and lessees of the respective parties hereto but, except as herein provided, Grantee shall not assign or transfer any right or permission herein granted to it without the prior written consent of Natural, provided, however, that any change of name of Grantee shall not be deemed any such assignment or transfer, and further provided

that the dedication or conveyance to the Village of Hanover Park, or successor municipality, of the facilities, or any of them, constructed by Grantee pursuant to rights herein granted by Natural, and the acceptance by said municipality of such dedication or conveyance, together with the written agreement of said municipality to accept the benefits and obligations of this Agreement as to such facilities, shall operate as a transfer of the benefits and obligations of this Agreement, as to such facilities, from Grantee to said municipality.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed, by their proper officers thereunto duly authorized and their respective corporate seals to be hereto affixed, the day and year first above written.

NATURAL GAS PIPELINE COMPANY OF AMERICA

By *J. T. Brown*  
Vice President

ATTEST:

*J. M. [Signature]*  
Secretary

Approved As Perform  
ROSS, HARRISON & COMPANY, McDUGALD & PILLAY  
By *[Signature]*

HANOVER LONGMEADOWS PARTNERSHIP

By *Stewart H. [Signature]*  
General Partner

ATTEST:

*[Signature]*

