

**LAKE COUNTY, ILLINOIS  
UTILITY EASEMENT**



**P.I.N. 08-18-300-012**  
**SITE ADDRESS:**  
**3010 Grand Avenue**  
**Waukegan, IL 60085**

**OWNER ADDRESS:**  
**County of Lake**  
18 N. County Street  
Waukegan, IL 60085

**GRANT OF EASEMENT**

The undersigned owner and Grantor, **COUNTY OF LAKE**, in consideration of \$10.00 and other good and valuable consideration, the consideration of which is hereby acknowledged, does hereby grant to Grantee, **NORTH SHORE GAS COMPANY**, a perpetual right-of-way and easement in, upon, under and across the land hereafter specifically described Easement premises, for the purpose in ingress and egress for installation and maintenance of a Natural gas main and related appurtenances upon the premises described, and for no other purposes, except by granted authority from said owner.

Subject to the rights of the Grantor, **COUNTY OF LAKE**, to cultivate, use and occupy the land, except that no structure or object, permanent or temporary, shall be erected on hereinafter described easement premises, and that no digging or excavating shall be done along said easement that would in any way interfere with said right-of-way. Any existing structures within said easement shall be allowed to remain and may be maintained by the owner of said parcel.

**PERMANENT UTILITY EASEMENT PREMISES**

THE WESTERLY 10 FEET OF ALL THAT PART OF THE SOUTH HALF OF THE  
SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 45 NORTH RANGE  
12, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN  
LAKE COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF  
THE SOUTH WEST QUARTER OF SECTION EIGHTEEN (18) TOWNSHIP  
FORTY FIVE (45) NORTH, RANGE TWELVE (12) EAST OF THE THIRD

PRINCIPAL MERIDIAN AND RUNNING THENCE WEST SEVEN AND THIRTEEN HUNDREDTHS (7.13) CHAINS; THENCE SOUTH NINETEEN AND EIGHTY SEVEN HUNDREDTHS (19.87) CHAINS TO THE SOUTH LINE OF SAID SECTION; THENCE EAST SEVEN AND THIRTEEN HUNDREDTHS (7.13) CHAINS TO THE QUARTER SECTION LINE; THENCE NORTH TO THE PLACE OF BEGINNING, CONTAINING FOURTEEN AND SIXTEEN HUNDREDTHS (14.16) ACRES, MORE OR LESS, SUBJECT HOWEVER TO CERTAIN EASEMENTS CREATED BY TWO CERTAIN GRANTS FROM THE GRANTEE HEREIN TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, RESPECTIVELY IN BOOK F OF CORPORATIONS ON PAGE 206 AND BOOK F OF CORPORATIONS ON PAGE 203.

(A Plat of the Easement Premises is attached hereto as Exhibit A.)

### **DURING CONSTRUCTION**

1. The integrity of private property surrounding the construction area will be maintained.
2. Roads and private driveways will be kept open at the close of each working day.

### **AFTER CONSTRUCTION**

1. All fences, roads and improvements will be repaired and restored to the original condition existing prior to beginning of construction.
2. Debris, brush, rocks, stumps and dirt generated during construction will be removed from the site.
3. Topsoil will be replaced, fine-graded, sodded or hydroseeded, and restored to its original state of usefulness, in the disturbed area.
4. For a period of one year after completion of restoration, trench surfaces will be maintained in a safe condition and restored to the original grade as necessary.

### **LIABILITY**

As a condition to acceptance of this grant of easement, the Grantee, **NORTH SHORE GAS COMPANY**, and its assigns, agree to hold the Grantor free and harmless from any and all lawsuits and claims, which may in any way result from any occurrence as a result of any act or omission of said Grantee, **NORTH SHORE GAS COMPANY**, its assigns, employees, or contractors operating on or adjacent to the area covered by the easement aforesaid.

### **STIPULATIONS**

It is covenanted and agreed between the Grantor and Grantee as follows:

1. The Grantor shall have and retain all rights to the use and occupation of said real estate, except as herein expressly granted and provided and such use and occupation by the Grantor shall not be unnecessarily interfered with by any construction work performed by Grantee under this grant.
2. The Grantor covenants and agrees that the Grantor will not in any manner disturb, damage, destroy, injure or obstruct said utility improvement, or any part or the appurtenances thereof, and will not obstruct or interfere with said Grantee, their contractors or sub-contractors or with the agents or employees of them or either of them, in the exercise of any rights, privileges, or authorities hereby given and granted.
3. The Grantees shall signify their acceptance of this grant and easement by the recording thereof.
4. The Grantor(s) is (are) the lawful record Owner(s) of the subject property and are authorized to execute this Easement instrument.
5. This indenture and covenants and agreements herein contained shall run with the land and shall be binding upon the Grantor, Grantees, lessees, successors, heirs, devisees and assigns, and any, either all of the same, of the parties hereto and shall be in full force and effect upon the recording of this instrument.
6. Upon completion of installation, or anytime thereafter, **NORTH SHORE GAS COMPANY** shall be responsible at **NORTH SHORE GAS COMPANY'S** expense to repair and restore the property, as reasonably close to the original condition existing prior to beginning of any construction.

Grantor herein, hereby releases and waives all rights under and by virtue of the Homestead Exception law of the State of Illinois, to the extent herein granted.

SIGNED, SEALED AND DELIVERED, this \_\_\_\_ day of November, 2008.

**COUNTY OF LAKE, Illinois**

BY: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
County Clerk

COUNTY OF LAKE            )  
  ) SS  
STATE OF ILLINOIS        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Suzi Schmidt, Chairman, and Willard Helander, County Clerk, personally known to me to be the same persons whose names are subjected to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered, said instrument as, their free and voluntary act for uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Prepared by and return to:

Michael J. Waller  
State's Attorney of Lake County  
18 N. County Street  
Waukegan, IL 60085