



## RESOLUTION

**WHEREAS**, Peterson Road (*County Highway 20*), is a designated route on the county highway system; and

**WHEREAS**, McShane Construction Company is the developer of property situated at the southwest quadrant of the intersection of Peterson Road and the proposed southerly extension of Harris Road; and

**WHEREAS**, in order for said developer to proceed with their proposed development the terms and conditions of the permit require that Harris Road be extended southerly from Peterson Road; and

**WHEREAS**, in order to facilitate the new intersection of Peterson Road and Harris Road an easement is required in the southeasterly quadrant of the proposed intersection of Peterson Road and Harris Road; and

**WHEREAS**, the Natural Gas Pipeline Company of America is the owner of said property situated in the southeasterly quadrant of the proposed intersection of Peterson road at Harris Road; and

**WHEREAS**, Lake County and the Natural Gas Pipeline Company of America are desirous of entering into an agreement stating the terms and conditions by which said Natural Gas Pipeline Company of America will grant to Lake County, an easement in the southeasterly quadrant of the proposed intersection of Peterson Road at Harris Road, a draft copy of which is attached hereto.

**NOW, THEREFORE BE IT RESOLVED BY** that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County are authorized and are hereby directed to execute an agreement between Lake County and Natural Gas Pipeline Company of America stating the terms and conditions by which Natural Gas Pipeline Company of America will grant to Lake County an easement in the southeasterly quadrant of the proposed intersection of Peterson Road at Harris Road. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board and the County Clerk.

Dated at Waukegan, Illinois  
this 10<sup>th</sup> day of July 2007

## EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between NATURAL GAS PIPELINE COMPANY OF AMERICA, a Delaware corporation, P. O. Box 281304, Lakewood, Colorado 80228-8304 ( hereinafter referred to as ("Grantor") and THE COUNTY OF LAKE, ILLINOIS, a body politic and corporate, 18 North County Street, Waukegan, Illinois 60085, acting by and through its Chair and County Board (hereinafter referred to as ("Grantee"))

### WITNESSETH

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, paid by and for the Grantee, Grantor hereby gives and grants, but without warranty, subject to the reservations, conditions and provisions hereinafter contained, unto Grantee an easement for highway purposes legally described on Exhibit "A" attached hereto and made a part herein by reference ( the Easement Parcels) across the following tracts of land in Section 30, Township 35 North, Range 12 East of the Third Principal Meridian, Will County, Illinois bounded and described as follows:

### LEGAL DESCRIPTION OF EASEMENT

That part of the North Half of the Northwest Quarter of the Southeast Quarter of Section 12, Township 44 North, Range 10 East of the Third Principal Meridian described as follows:

Commencing at the Northwest corner of the Southeast Quarter of said Section 12, said point being the center of said Section 12 and the intersection of Peterson and Harris Roads; thence East along the North line of said Southeast Quarter a distance of 150.00 feet; thence South perpendicular to the last described course 40.00 feet to a point on a line lying 40.00 feet South of and parallel with the North line (as measured at right angles) said line being the South line of said Peterson Road per document No. 768745, said point being the point of beginning; thence continuing South perpendicular to said North line 10.00 feet to a point on a line lying 50.00 feet South of and parallel with said North line (as measured at right angles); thence West parallel with said North line 115.41 feet to a point 34.00 feet East of the West line of said Southeast Quarter (as measured at right angles); thence Southwesterly 45.41 feet to a point on the West line of said Southeast Quarter, said point being 40.50 feet South of the South line of said Peterson Road (as measured at right angles); thence North along said West line 40.50 feet to a point on a line lying 40.00 feet South of and parallel with said North line (as measured at right angles) said line being the South line of said Peterson Road; thence East along the South line of said Peterson Road 149.53 feet to the point of beginning in Lake County, Illinois.

Said parcel contains 2,013 square feet or .046 acres, more or less. P.I.N. 10-12-400-014

**DRAFT**

Grantor hereby reserves unto itself, its grantees, licensees, successors and assigns, the unrestricted right for ingress to and egress from Grantor's adjoining properties and also the right to install, operate, maintain, renew and remove its or their facilities and to make such other and further use of said tract of land, as it or they see fit, insofar as it is compatible with the Grantee's use of said tract of land.

All construction shall be done as indicated on Exhibit "B" which is attached hereto and made a part hereof, provided that said construction shall be in substantial conformity with the plans shown hereon.

The right, permission, authority and consent herein given by Grantor to Grantee is granted upon the following additional express conditions and provisions, which Grantor and Grantee expressly acknowledge, undertake and agree to fulfill and discharge, to wit:

1. At the execution of this agreement, Grantor shall receive the sum of Seven Thousand and No/100 Dollars (\$ 7,000.00).
2. This Agreement is subject to all leases, license agreements and easements of record as of the date of this Agreement and if there is any conflict with the rights granted by Grantor to such holders of such leases, license agreements or easements, Grantee shall be solely responsible for resolving such conflict at its sole cost and expense
3. Grantee agrees not to install any additional facilities on Grantor's property without Grantor's express written consent.
4. The rights of Grantor to utilize, maintain, repair or replace its pipeline and related facilities will, at all times, be and remain paramount to the rights herein granted to Grantee by Grantor. Notwithstanding any contrary provision of this Agreement, Grantor, will at all times, have the right to enter upon the Easement Parcels for the purposes of making any inspections, repairs, replacements, enhancements, improvements, maintenance or similar activities affecting its pipelines, whether directly or via its employees, agents, contractors, representatives, assigns and grantees. Grantor agrees to restore the easement area to its original condition, at no cost to the Grantee, upon completion of any of the aforementioned activities.
5. The Grantee shall indemnify and hold harmless the Grantor, its officers and employees from any and all costs, liability or claims on account of injury to or death of any person or persons whomsoever on account of or connected with the construction, operation and/or maintenance activities performed by the Grantee, its employees, agents, or representatives acting with or for the Grantee or at its request or under the Grantee's instruction within said easement parcel for such a period of time as the Grantee enjoys the rights to said easement granted under This Agreement

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective authorized representatives on the day and year first above written.

NATURAL GAS PIPELINE COMPANY OF AMERICA

By: [Signature]

Name: Johnny McGee

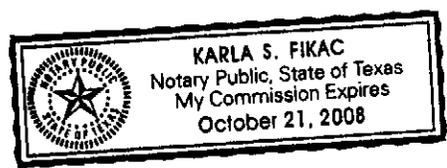
Title: VICE PRESIDENT

[Signature]

State of Texas )  
                          ) SS  
County of Harris )

This instrument was acknowledged before me on June 12, 2007 by Johnny McGee as Vice President of Natural Gas Pipeline Company of America, a Delaware corporation for and on behalf of the corporation.

SEAL



[Signature]  
Notary Public

RECOMMENDED FOR EXECUTION

\_\_\_\_\_  
Lake County  
County Engineer/Director of Transportation

COUNTY OF LAKE

By: \_\_\_\_\_  
Chair  
Lake County Board

Date: \_\_\_\_\_

ATTEST:

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