

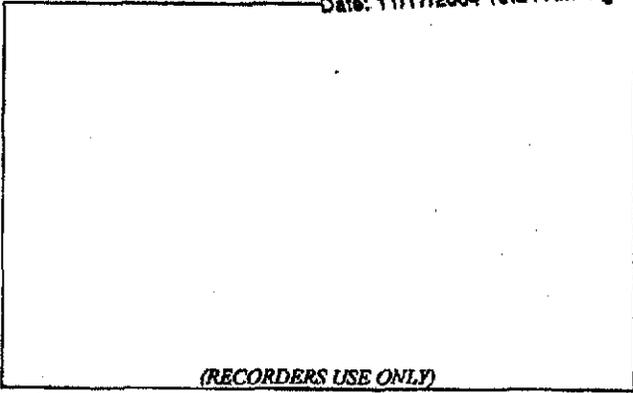
#1694



Doc#: 0432203020  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 11/17/2004 10:24 AM Pg: 1 of 6

RETURN DOCUMENT TO:

Ralph Barbakoff  
Peoples Gas Light and Coke Company  
130 E. Randolph Drive (20th Floor)  
Chicago, IL 60601



(RECORDERS USE ONLY)

EASEMENT

1. I, Michael M. Rumman, the Director of the Department of Central Management Services, acting on behalf of the People of the State of Illinois, and pursuant to the authority vested in me by Section 7 of the "State Property Control Act" do hereby grant and convey to The Peoples Gas Light and Coke Company and unto its successors and assigns, the Grantee, subject to the terms of this Grant, a perpetual easement as shown on Exhibit "A" with the right to erect, construct, install, and lay, and thereafter use, operate, alter, inspect, repair, maintain, replace and remove a gas main or service pipes and such drips, valves, fittings, meters and other appurtenances as may be necessary or convenient for such operations, in, over, upon, under and across a certain parcel of land commonly known as a portion of the Chicago Read Redevelopment Area, and described as follows:

The area bounded by a line extending from 1056' south of the south lot line of W. Montrose Av. to 1256' south of the south lot line of W. Montrose Av., parallel to and 325' east of the east lot line of N. Normandy Av.; A line extending from 1056' south of the south lot line of W. Montrose Av. to 1256' south of the south lot line of W. Montrose Av. parallel to and 335' east of the east lot line of N. Normandy Av.; A line parallel to and 1056' south of the south lot line of W. Montrose Av. from 325' to 335' east of the east lot line of N. Normandy Av.; And a line parallel to and 1256' south of the south lot line of W. Montrose Av. from 325' to 335' east of the east lot line of N. Normandy Av.

All within West 1/2 of Southeast 1/4 of Section 18, Township 40, Range 13 East of the Third Principal Meridian in Cook County Illinois.

Commonly known address: 4230 N. Normandy Av.  
Chicago, IL 60634

Permanent index number: 13-18-409-048-0000

2. The Grantee shall have the right of ingress and egress over the subject premises for the purpose of constructing and maintaining said facility/utility.

OFFICIAL FILE

RLI/926090\_1/9.16.2004 I.C.C. DOCKET NO. 04-614

Respondent's Exhibit No. 7

Witness \_\_\_\_\_

Date 6-17-05 Reporter f.y.

RESPONDENTS EXHIBIT  
000007

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3. Grantee agrees to promptly repair and restore the premises to the same condition as existed immediately prior to the existence of such rights as is reasonably practicable and shall leave the premises free from debris.
4. Grantee agrees not to convey or assign this easement without the prior written consent of the Director of the Department of Central Management Services except that such consent shall not be required for any conveyance or assignment to a successor entity by merger or the assignment to an assignee of all or substantially all of Grantee's assets.
5. Grantee agrees to abide by any rules or orders affecting its use of this easement or subject premises, not inconsistent with Grantee's pipeline installation and maintenance procedures, which may be reasonably promulgated from time to time by the Department of Central Management Services or the Department of Commerce and Economic Opportunity.
6. Grantor retains all of its rights to the use and occupation of said real estate not inconsistent with the use by Grantee, its successors or assigns, of the easement herein granted for the purposes aforesaid, and agrees that the erection or construction of any trees, building or other structure on or over said real estate by Grantor, its successors, assigns or lessees, shall be conclusively deemed to be a use of said real estate inconsistent with the easement herein granted.
7. In the event Grantee abandons the easement granted herein, or should said easement terminate for any other reason, Grantee shall restore the servient tenement as nearly as may be possible to the pre-existing condition but shall have the right to abandon its pipe and appurtenances in place consistent with the requirements of all applicable laws.
8. In the event Grantee fails to comply with any term or condition of provision of this grant of easement, or in the event there is nonuse of the easement for a consecutive two (2) year period, the easement granted herein shall terminate and all right, title and interest of the Grantee herein to the servient tenement, excepting only the duty to restore as hereinabove provided, shall be extinguished.
9. To the fullest extent permitted by law, Grantee agrees to indemnify, defend and hold harmless the Grantor and its officers, agents, employees, successors and assigns from and against any and all liabilities, losses, damages, costs, payments and expenses of every kind and nature, including but not limited to court costs, attorneys' fees and disbursements as a result of claims, demands, actions, suits, proceedings, judgments or settlements, arising out of or in any way relating to or occurring in connection with the gas pipe or appurtenances or Grantee's use of the easement. Each of Grantee and Grantor agree to promptly notify the other in writing within thirty (30) days of the date it becomes aware of any claim which may fall within this indemnity provision. Grantee further agrees to defend the Grantor and its officers, agents, and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provisions, whether such claims, suits, actions or proceedings are rightfully or wrongfully

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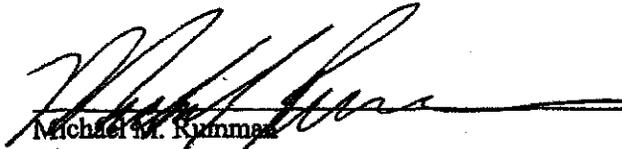
Easement granted to Peoples Gas Light and Coke Company

made or filed; provided, however, that the Grantor may elect to participate in the defense thereof at its own expense or may, at its own expense, employ attorneys of its own selection to appear and defend the same on behalf of the Grantor and its officers, agents or employees. Grantee shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Grantor's consent shall not be required for any settlement which contains an unconditional release of Grantor from further liability with respect to the subject matter of such claim, suit, action or proceeding. Notwithstanding anything in this Agreement to the contrary, the indemnities contained in this paragraph shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence or willful misconduct of the Grantor, its officers, agents, employees, successors or assigns.

10. This Agreement shall be for the benefit of and binding upon the Grantee and its successors and assigns and the Grantor and its successors and assigns.

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IN WITNESS WHEREOF, I have placed my hand and seal on this instrument on the date indicated below.

  
\_\_\_\_\_  
Michael M. Rumman  
Director  
Department of Central Management Services

9/22/04  
Date

- SEAL -

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF SANGAMON    )

I, Chad E. Walker, a notary public in and for the said county do hereby certify that Michael M. Rumman, Director of the Department of Central Management Services, appeared before me and acknowledged that he subscribed the foregoing instrument in his official capacity and with full authority to do so.

Given under my hand and official seal this 22<sup>nd</sup> day of September, 2004.

Chad E. Walker  
\_\_\_\_\_  
Notary Public

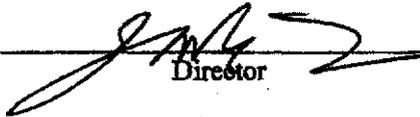


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Easement granted to Peoples Gas Light and Coke Company

This instrument prepared by State of Illinois, Department of Central Management Services,  
Bureau of Property Management, 710 Stratton Office Building, Springfield, Illinois 62706.

APPROVED BY: Department of Commerce and Economic Opportunity

 \_\_\_\_\_  
Director

9/17/04  
Date