



Doc#: 0411331119
Eugene "Gene" Moore Fee: \$82.00
Cook County Recorder of Deeds
Date: 04/22/2004 02:41 PM Pg: 1 of 11

For Recorder's Use Only

EASEMENT AMENDMENT WITH PARTIAL RELEASE

DATE: May 26, 2003

MAPL file #11-459-245-47 & 48

Spring Meadows Agreement

Agreement by and between the developers and the owners of Spring Meadows, a residential development, ("OWNER") and Marathon Ashland Pipe Line LLC, a Delaware limited liability company and the successor to the Texas Pipeline Company easement and pipeline system within Orland Park, of Cook County, Illinois and as successor of title of this pipeline system maintains offices at 539 South Main Street, Findlay, Ohio 45840, ("COMPANY"). OWNER, as used herein, shall mean the titleholders of Spring Meadows, a residential development, being: (i) Standard Bank and Trust Company, as Trustee under Trust Agreement dated February 6, 1979 and known as Trust No. 6832, (ii) Standard Bank and Trust Company, as Trustee under Trust Agreement dated February 6, 1979 and known as Trust No. 6833, and (iii) Standard Bank and Trust Company, as Trustee under Trust Agreement dated April 1, 1988 and known as Trust No. 11661.

WHEREAS, COMPANY owns two pipeline easements both granted by Yunker being: Grant dated March 29, 1944 and recorded April 28, 1944 in the Cook County Recorder's Office as Document Number 13273816, Vol. 38944, Pages 165 - 166 which covers property described as: located in E1/2SW1/4 of Section 8, T36N-R12W, of Orland Park, Cook County, Illinois, and Grant dated February 24, 1944 and recorded in the Cook County Recorder's Office as Document Number 13273817, Vol. 38944, Pages 166 - 167 which covers property described as: located in NW1/4NW1/4 of Section 17, T36N-R12W, of Orland Park, Cook County, Illinois, collectively the "Easements".

WHEREAS, OWNER owns the servient estate burdened by COMPANY's Easements and is the same location of the proposed residential development of Spring Meadows described as: E1/2NW1/4 of Section 8 and NW1/4NW1/4 of Section 17, both T36N-R12W, of Orland Park, Cook County, Illinois (the "Site") and shown in Exhibit "A", which diagram was developed by OWNER and prepared by Thomas J. Cesal. Exhibit "A" depicts the proposed residential development, roads, lots, pipeline system and reserved Strip as defined herein. Exhibit A depicts the restricted easement and the reserved Strip as defined herein.

WHEREAS, OWNER requests a partial release of the Easements.

NOW THEREFORE, in consideration of the following mutual promises, OWNER and COMPANY agree to and do hereby amend the Easements as follows:

Mail TO: SPRING MEADOWS - c/o J & G Construction Co.
9312 West 142nd Street
ORLAND PARK, IL 60462

1/p

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EASEMENT AMENDMENT WITH PARTIAL RELEASEDATE: May 26, 2003**Spring Meadows Agreement**

1. **RELEASE.** COMPANY hereby releases to OWNER all of the Site excepting a Strip along the present pipeline, and OWNER conveys to COMPANY, to the extent not previously conveyed, an Easement Amendment limited to the Strip and access for all pipeline needs through the Site. As used herein, "Strip" is two overlapping corridors that are measured from the present location of the pipeline, as defined in the survey and shown Exhibit "A"; extending 50 feet from both sides of the pipeline. The building of structures and use of such structures is expressly prohibited within the Strip. Within the Strip a second distance extending 25 feet from both sides of the pipeline, as defined in the survey and shown in Exhibit "A", is an area reserved for all pipeline purposes by COMPANY, including but not limited to, the right to construct, install, operate, inspect, maintain, replace, change the size of, relocate and remove cables, communication devices and pipelines for any uses or substances in and through the Site and to establish corrosion protection equipment, valves and metering devices for the operation of the pipeline system and OWNER will affirm the rights of ingress and egress to the Strip from and through any adjoining lands or developed lots, roads, and rights-of-way. Both OWNER and COMPANY will comply with all present and future legal obligations or governmental requests that promote safety, remediation of a pipeline release and the proper operation of a pipeline system. COMPANY may install additional pipelines and facilities for \$15 per lineal rod and use a reasonable working area for any purpose convenient to COMPANY's exercise of the rights granted under this Agreement and the Easements.
2. **SURFACE RESTRICTIONS.** Within the Strip as reserved above for pipeline purposes and without the prior written consent from COMPANY, OWNER shall not permit nor cause: any obstruction above or below ground including, but not limited to, buildings, engineering structures, pavement, roads and sidewalks, refuse, pools, fences and waste disposal system; removal or deposit of dirt; or excavation, construction or similar activity. OWNER shall not permit trees and shrubs greater than 3 feet high within 30 feet horizontal of any pipeline or appurtenance. COMPANY may control trees and bushes of any size within or overhanging such 30 feet by any means including, but not limited to, removal, trimming and side cutting. COMPANY may remove any such structures, buildings or other obstructions at OWNER's sole expense. OWNER shall not be entitled to damages, actual or punitive, for such control or removal of Trees, bushes, structures, buildings or other obstructions.
3. **APPROVED ADDITIONS.** As depicted in Exhibit "A", OWNER may construct the north part of the entrance roadway from Wolf Road and across from 151st Street over the pipeline and this roadway may extend over the pipeline for no more than 500 feet and a crossing of the pipeline will be made at a point on the pipeline where it turns south and crosses the Section line. Roadways, driveway entrances and utilities may be installed upon the prior written consent and construction viewing of the installation by COMPANY's inspector.
4. **RULES and GUIDELINES.** OWNER shall ensure that any activity by or on behalf of OWNER ("OWNER activities") is conducted in accordance with all COMPANY's

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operational rules, guidelines and policies in effect at the time of the activity. Before any work by or on behalf of OWNER begins within 60 feet of any pipeline, OWNER shall provide, maintain and deliver to COMPANY a written plan which must be approved prior to commencing such activity, by COMPANY's inspector and insurance acceptable to COMPANY which, except for workers' compensation and contractual liability, names COMPANY as an additional insured. COMPANY's inspector will provide assistance and OWNER will not proceed without the COMPANY's Inspector's prior written consent. Copies of applicable policies shall be furnished to OWNER upon request. OWNER shall ensure that OWNER activities and resulting work comply with all applicable Federal, State, and local laws, regulations and rules.

5. INDEMNITY. To the maximum extent permissible by law, OWNER shall indemnify, defend and hold harmless COMPANY, its parent, members, affiliates and operators and their employees, contractors and agents from any Claim relating to or arising from (i) any OWNER activity or (ii) the existence or operation of any encroachments. OWNER releases COMPANY from any Claim relating to or arising from any act or omission of COMPANY from the time the pipeline was laid to the date of this Agreement. "Claim" includes, without limit, any claim, liability, loss, damage, cost or expense and includes, without limit, such for personal injury or death, property damage, environmental damage, remediation, and business loss. If OWNER fails to keep any term of the Agreement, OWNER shall pay to COMPANY all COMPANY's costs and attorney fees in enforcing such performance.
6. WARRANTY. OWNER covenants that (i) OWNER owns the Site in fee simple absolute and has the right, title and power to grant the rights granted herein; (ii) COMPANY shall quietly enjoy the Easements; and (iii) OWNER shall execute any further necessary assurance of title. Any individual signing this Agreement in a representative capacity warrants full authority and power from the purported principal to fully bind the principal to all terms and conditions contained herein.
7. EFFECT OF AGREEMENT. The Easements and subsequent amendments continue in full force and effect as to the Strip and as to lands covered by the Easements which are not included within the Site. This Agreement shall bind and benefit the parties' heirs, legal representatives, successors and assigns. Any easement rights granted hereunder are divisible and assignable in whole or part. After assignment, OWNER shall look solely to assignee to perform all duties and obligations. This Agreement's terms shall be independent of, and unless otherwise expressly stated, survive execution of any further agreements. If any provision of this Agreement is deemed void, invalid, or unenforceable by a court or tribunal or competent in exercising any right, power, or privilege hereunder shall operate as a waiver thereof or preclude the exercise of any other right, power, or privilege hereunder.

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EASEMENT AMENDMENT WITH PARTIAL RELEASE

DATE: May 26, 2003

Spring Meadows Agreement

Standard Bank and Trust Company,
As Trustee under Trust Agreement dated
February 6, 1979 and known as Trust No. 6832,
and not personally.

By: *Patricia Ralphson*

Name: Patricia Ralphson

Title: Trust Officer

WITNESSED BY:

(Witness #1 Signature)

(Witness #1 Printed Name)

(Witness #2 Signature)

(Witness #2 Printed Name)

Standard Bank and Trust Company,
As Trustee under Trust Agreement dated
February 6, 1979 and known as Trust No. 6832,
and not personally.

By: *Patricia Ralphson*

Name: Patricia Ralphson

Title: Trust Officer

WITNESSED BY:

(Witness #1 Signature)

(Witness #1 Printed Name)

(Witness #2 Signature)

(Witness #2 Printed Name)

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms of the Trust Agreement.

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EASEMENT AMENDMENT WITH PARTIAL RELEASE

DATE: May 26, 2003

Spring Meadows Agreement

Standard Bank and Trust Company,
As Trustee under Trust Agreement dated
April 1, 1988 and known as Trust No. 11661 ,
and not personally.

By: Patricia Ralphson

Name: Patricia Ralphson

Title: Trust Officer

WITNESSED BY:

(Witness #1 Signature)

(Witness #1 Printed Name)

(Witness #2 Signature)

(Witness #2 Printed Name)

MARATHON ASHLAND PIPE LINE LLC

By: Thomas L. Shaw
Thomas L. Shaw
Vice President, Operations

WITNESSED BY:

Dawn R. Kuhlman
(Witness #1 Signature)

Dawn R. Kuhlman
(Witness #1 Printed Name)

Mary J. Wilcox
(Witness #2 Signature)

Mary J. Wilcox
(Witness #2 Printed Name)



This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

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EASEMENT AMENDMENT WITH PARTIAL RELEASE

DATE: May 26, 2003

Spring Meadows Agreement

State of _____ }

County of _____ }ss

I, the undersigned Notary Public in and for the County and State aforesaid do hereby certify that _____, personally known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this date and acknowledged that they/he/she signed the foregoing instrument as their/his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

(Notary Public Signature)

My Commission expires: _____

State of _____ }

County of _____ }ss

I, the undersigned Notary Public in and for the County and State aforesaid do hereby certify that _____, personally known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this date and acknowledged that they/he/she signed the foregoing instrument as their/his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

(Notary Public Signature)

My Commission expires: _____

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DATE: May 26, 2003

Spring Meadows Agreement

State of _____ }

County of _____ }ss

I, the undersigned Notary Public in and for the County and State aforesaid do hereby certify that _____, personally known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this date and acknowledged that they/he/she signed the foregoing instrument as their/his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

(Notary Public Signature)

My Commission expires: _____

State of Ohio }
County of Hancock }ss

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that THOMAS L. SHAW, personally known by me to be the Vice President, Operations of MARATHON ASHLAND PIPE LINE LLC, a Delaware Limited Liability Company, appeared before me this date in person and acknowledged that he executed the foregoing instrument as his free and voluntary act and as the free and voluntary act of and as Vice President, Operations of MARATHON ASHLAND PIPE LINE LLC on behalf of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of may, 2003.

Dawn M Holman
(Notary Public Signature)

My commission expires: February 8, 2008

DAWN M. HOLMAN
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires: February 8, 2008



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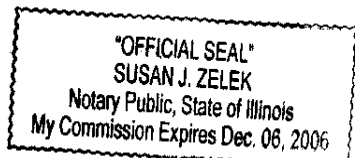
This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 6832 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said Document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Inevent of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

STATE OF ILLINOIS
 COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Ralphson of STANDARD BANK & TRUST COMPANY and XXXXXXXXXXXXXXXXXXXX of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such T.O. and XXXXXX respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said XXXXXXXXXX did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposed therein set forth.

Given under my hand and Notarial Seal this 21st day of March, 2003.

Susan J. Zelek
 Notary Public



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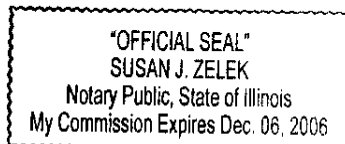
This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 6833 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said Document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Inevent of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Ralphson of STANDARD BANK & TRUST COMPANY and XXXXXXXXXXXXXXXXXXXXXXXXXX of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such I.O. and XXXXXXXX respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said XXXXXXXX did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of March, 2003.

Susan J. Zelek
Notary Public



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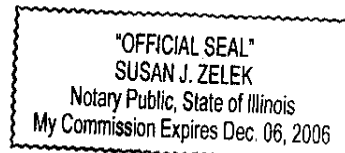
This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 11661 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said Document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Inevent of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

STATE OF ILLINOIS
 COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Ralphson of STANDARD BANK & TRUST COMPANY and XXXXXXXXXXXXXXXXXXXXXXXXXXXX of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such P.O. and XXXXXXXX respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said XXXXXXXX did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposed therein set forth.

Given under my hand and Notarial Seal this 21st day of March, 2003.

Susan J. Zelek
 Notary Public



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**DOCUMENT
WITH THIS EXHIBIT**

EXHIBIT

ATTACHED TO

DOCUMENT

**DOCUMENT
WITH THIS EXHIBIT**

DOCUMENT

SEE PLAT INDEX

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