IN WHICH COPY



0506003102

Line No. P35 R/W No. 20

STATE OF ILLINOIS

Eugene "Gene" Moore Fee: \$62.50 Cook County Recorder of Deeds

Date: 03/01/2005 12:32 PM Pg: 1 of 21

COUNTY OF COOK

AMENDATORY AGREEMENT

THIS AGREEMENT, made and entered into this 147# day of FERRUMAY, 2005, between LASALLE ZANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST ACREEMENT DATED AUGUST 1, 2003 AND KNOWN AS TRUST NO. 131594 (hereinarter "Owner"), and TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP ("TEPPCO"):

WITNESSETH:

WHEREAS, Andrew Rafacz and Agnes Rafacz, husband and wife, conveyed to Texas Eastern Transmission Corporation a grant of right of way and easement for pipeline purposes, dated December 12, 1956, recorded in Deed Vol. 54576, Page 248, Deed Records of Cook County, Illinois (the "Grant"), reference being herein made to said Grant and the record thereof and pursuant to which a pipeline has been laid on, in and across land (the "Land") more particularly described therein, as follows:

AFTER RECORDING RETURN TO!

C. S. ANDORSON

ANDONIBA LAW OFFILED

25 E. WASHINGTON ST.

4/120 citicity, a creez 1

Parcel 1:

The West half of Northwest quarter of Section 15, Township 36 North, Range 12 (except North 1.33 chains of East 3.75 chains thereof).

Parcel 2:

The Northwest quarter of Southwest quarter of Section 15 aforesaid; the Southwest quarter of Section 10, Township 36 North, Range 12; and the North 1.33 chains of East 3.75 chains of West half of Northwest quarter of Section 15, Township 36 North, Range 12.

and

WHEREAS, TEPPCO has succeeded to any and all rights held by Texas Eastern Transmission Corporation under the Grant;

and

WHEREAS, subsequent to the Grant, and subject thereto, Owner acquired a portion ("Portion") of the Land by instruments which have been recorded in the Recorder's Office of Cook County, Illinois as follows:

Trustee's Deed dated September 9, 1999 recorded as Instrument No. 99877915 Executor's Deed dated September 8, 1999 recorded as Instrument No. 99877916 Executor's Deed dated September 8, 1999 recorded as Instrument No. 99877917 Executor's Deed dated September 9, 1999 recorded as Instrument No. 99877918 Quit Claim Deed dated September 9, 1999 recorded as Instrument No. 99877919

Such Portion being described as follows, to wit:

PARCEL 1:

The West ½ of the Northwest ¼ of Section 15, Township 36 North, Range 12 east of the third principal meridian excepting therefrom the North

2447.35 (as measured on the west line thereof), also excepting the East 50 feet for 94th Avenue and the West 50 feet for 96th Avenue, in Cook County, Illinois;

PARCEL 2:

The South 1½ acres of the Northwest ¼ of the Southwest ¼ of Section 15, Township 36 North, Range 12 East of the third principal meridian excepting therefrom the East 50 feet for 94th Avenue and the West 50 feet for 96th Avenue, in Cook County, Illinois;

PARCEL 3:

The Northwest ¼ of the Southwest ¼ (except the South 1 ½ acres thereof) of Section 15, Township 36 North, Range 12 East of the third principal merician excepting therefrom the East 50 feet for 94th Avenue and the West 50 feet for 96th Avenue, in Cook County, Illinois;

and

WHEREAS, Owner desires TEPPCO to define and limit its right of way and easement across the Portion;

NOW, THEREFORE, in consideration of Ore Dollar (\$1.00) and other good and valuable consideration paid by OWNER, the receipt and sufficiency of which hereby are acknowledged, and of the mutual covenants and conditions hereinafter set forth, THE FARTIES HEREBY AGREE THAT all of the rights, title and privileges of TEPPCO (except its rights of ingress to and egress from the Land, which are unaffected hereby), insofar only as they apply to the Pertical are hereby restricted to an easement and right of way (Easement), described as the east thirty feet (30°) of the Portion. In the event of a discrepancy between the Easement as described and the physical location of the pipeline, it is the intent that no trees, encumbrances or structures of any kind will be planted placed or constructed any closer than thirty feet (30°) to the physically located pipeline without the

written consent of TEPPCO. Notwithstanding anything in this Agreement to the contrary, shrubs that do not exceed three feet (3') to four feet (4') feet in height may be planted and placed closer than thirty feet (30') to the physically located pipeline but not closer than five feet (5') without the written consent of TEPPCO.

Subject to the express written consent of TEPPCO, Owner will be allowed to construct a roadway or roadways across the Easement provided such roadway or roadways are proposed to cross the pipeline at an angle as near to 90 degrees as possible, are proposed to provide a minimum cover of five feet (5°), top of pipe to top of surface, across the pipeline right-of-way, and are proposed to provide adequate spacing between roadways to provide adequate green areas for pipeline monitoring. In addition, roadways with ditches will require four feet (4') of cover at the ditch line, and if "stress" calculations so dictate, Owner shall be responsible at Owner's expense for the addition of casing or the installation of heavy wall pipe.

Provided, however, that in the case of the construction, repair, maintenance and replacement of 156th Street, Wheeler Drive and the access road to Lowe's Home Improvement Center, as such streets and roads are shown on Exhibit A-1 attached hereto and made a part of this Agreement (collectively, the "Roads") on, over and across the pipeline right-of-way, Owner shall be entitled to provide a cover of less than five feet (5'), top of the pipe to top of surface, across the pipeline right-of-way, subject to the conditions set forth on Exhibit A attached hereto and made a part of this Agreement.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.

EXCEPT as specifically herein provided, all of the terms and conditions of the Grant shall remain unchanged and, as so herein changed, shall be in full force and effect; the undersigned represents and warrants that it owns the fee simple title in and to the Portion pursuant to the conveyance hereinabove mentioned, and does hereby in all respects ratify and confirm the Grant and all of its terms and conditions, except as herein specifically provided, the same as if Owner had executed, acknowledged and delivered the said instruments.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written. (For the Exculpatory Provision of LaSalle Bank National Association see reverse side)

ATTEST:

ATTESTATION NOT REQUIRED BY LASALLE BANK NATIONAL ASSOCIATION ASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST NO. 131594 and not

Name:

Harriet Denisewicz

Trust Officer

ATTEST:

Assistant Secretary

TE PRODUCTS PIPELINE COMPANY,

LIMITED PARTNERSHIP, by TEPPCO GP, Inc., its

General Partner

Vice President, Support Services

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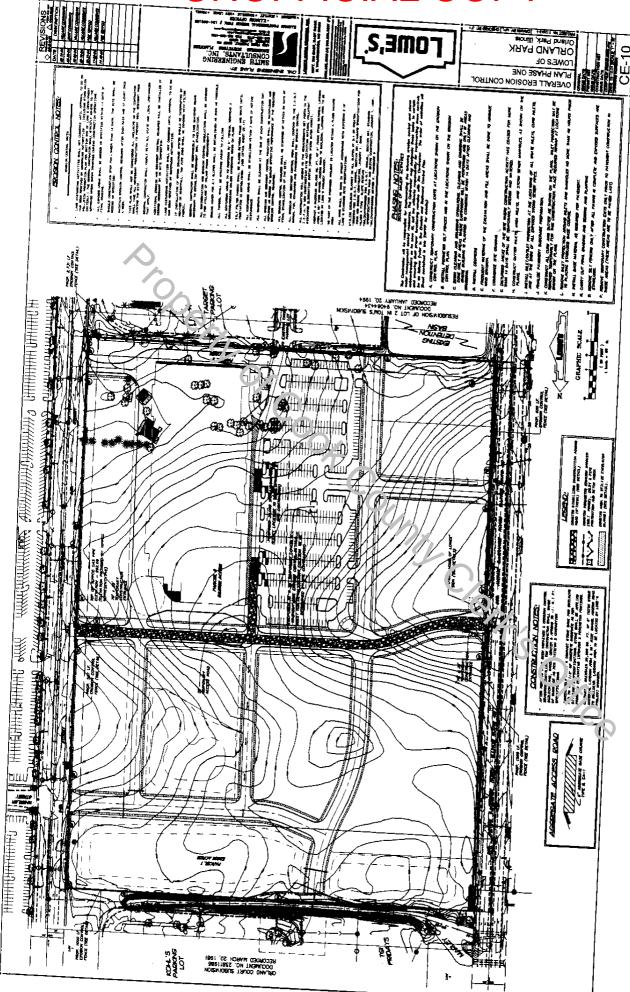
Property of Cook Continued in the Clark's Office in the Cook of th

STATE OF ILLINOIS	S.			
COUNTY OF COOK	§ § §			
On this 16th subscriber, a Notary Public, p LaSalle Bank National Asso	ersonally appear	bruary ared Harrio	" LILLSEWICZ	05, before me the , Trust Officer of
whose name(s) is subscribed to same for the purposes therein acro	the foregoing in	nstrument and a	known to me to	o be the person(s)
"OFITICIAL SEAL" PATRICIA L. ALVAREZ NOTARY PUBLIC STATE OF ILLINOIS		Nativica 1 al	and affixed my o	fficial seal the day
My Commission Expires 10/29/2008	Not Not	ary Public	1017)	
My Commission expires on the o	day of	October	08	
0)			_ -	
	0			
STATE OF TEXAS	§			
COUNTY OF HARRIS	§ (C)	040		
BEFORE ME, the undersigned Russell, known to me to be the perknown to me to be the Vice President Limited Partnown in the North President Partnown in the North Partnewn in the	gned authority, rson whose nan	on this day pe	ersonally appear	ed Stephen W.
Limited Partnership and cal-	dent, Support	Services, of TE	Freducts Pine	instrument and
Limited Partnership and acknowle Partner, for the purposes and consider GIVEN UNDER MY HAN 20cs		CITC	SCHALL AS THE SOFT	of said General rein stated.
		Charles he		day of
My Commission Expires DEBORAH A. SMITH Notary Public, State of Texas My Commission Expires July-12, 2006	5	Notary Harris	Public in and fo County, Texas	r

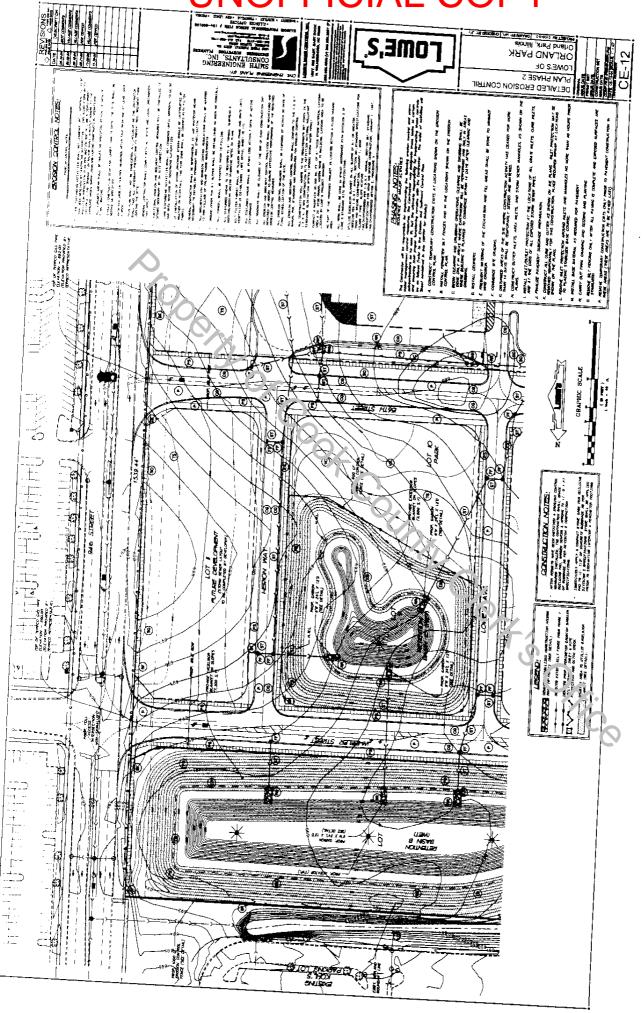
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Conditions to Construction, Repair, Maintenance and Replacement of the Roads

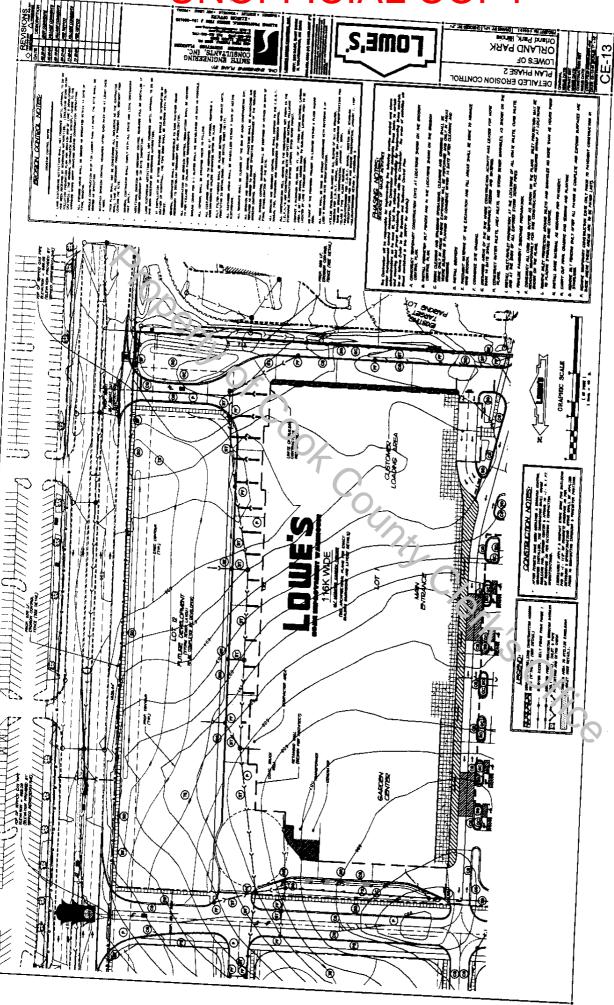
- 1) Initial construction and installation of the Roads shall be made in accordance with the drawings attached to and made a part of this Agreement as Exhibit A-1 (the "initial drawings").
- 2) Any revisions to the initial drawings affecting the pipeline shall be submitted prior to the performance or work within the scope of such revisions to Teppco's right-of-way land representative for approval.
- 3) Hazard warning tape shall be installed in foreign utility trenches above and below the pipeline and above buried utilities in immediate proximity to the pipeline.
- Owner shall cause its beneficiary(ies) or the independent contractor(s) of its beneficiary(ies) to give telephonic notice to Teppco's Monee area office (708.534.6266) at least three (3) business days prior to commencement of construction, repair, maintenance or replacement of any of the Roads across the office.
- Owner, its beneficiary(ies) or the agent(s) of its benenficiary(ies) shall cause to be made available to Teppco's site representative a copy of the approved drawings during the performance of work in right-of-way.
- 6) If survey data of the foreign utility(ies) crossings of the pipeling are available, then Owner, its beneficiary(ies) or the agent(s) of its beneficiary(ies) shall cause such crossings to be reflected in state plane coordinates on "as-built" plans.
- At conclusion of the performance of work in connection with construction, repeir, maintenance, and replacement of any of the Roads across the pipeline right-of-way, Owner, its beneficiary(ies) or the agent(s) of its beneficiary(ies) shall cause to be delivered to Teppco's right-of-way land representative a paper copy and an electronic file in Autocad format of the "as-built" plans.



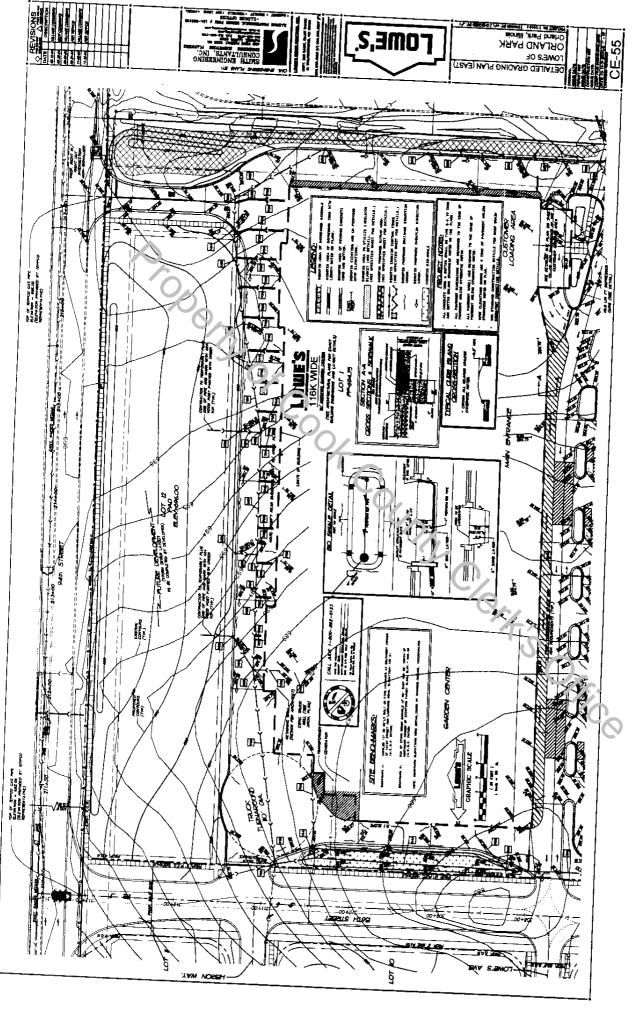
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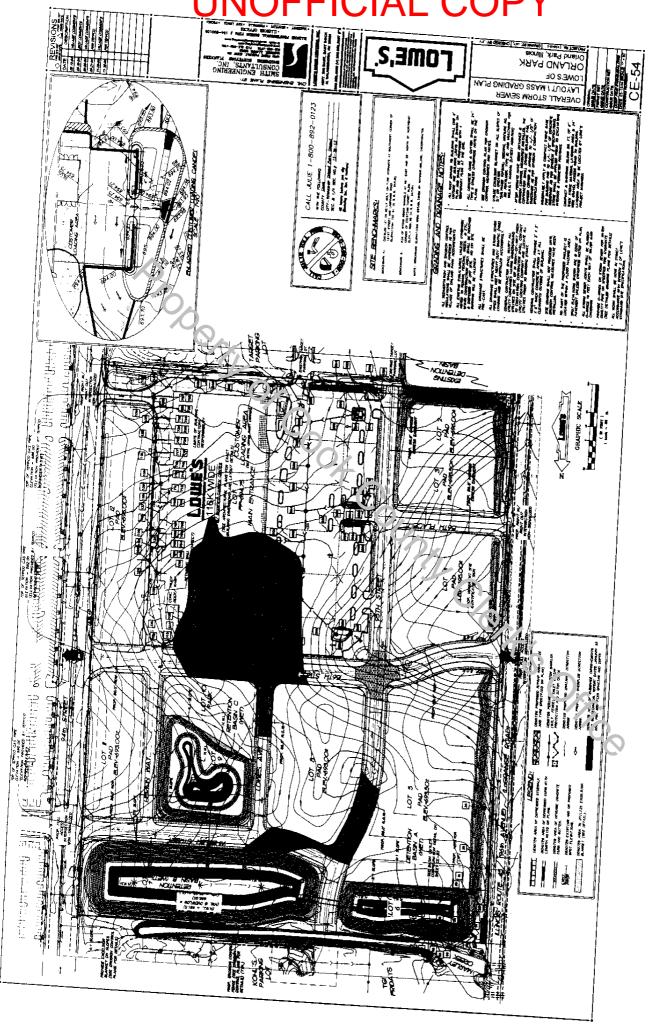


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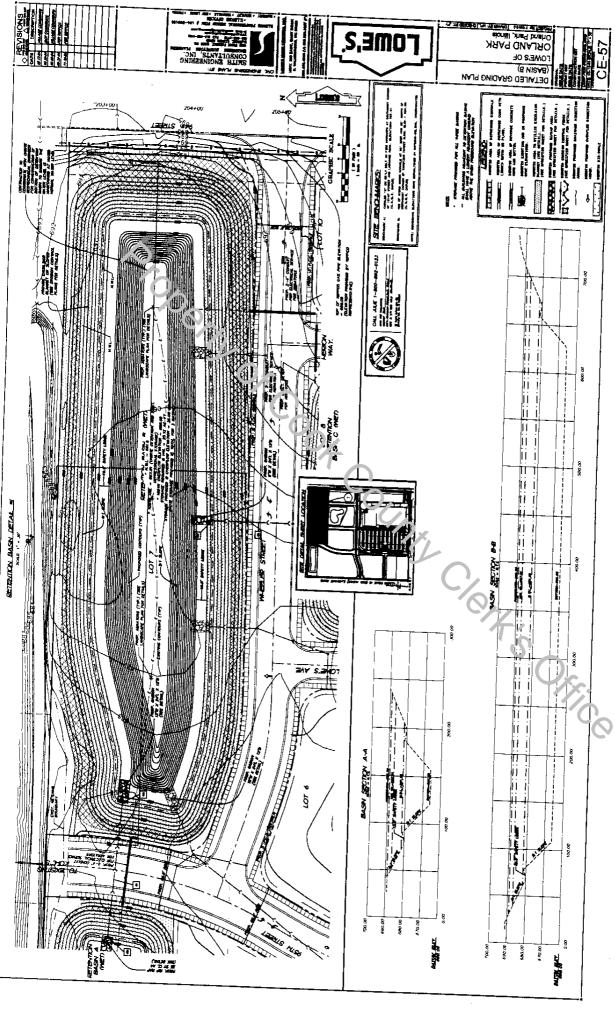


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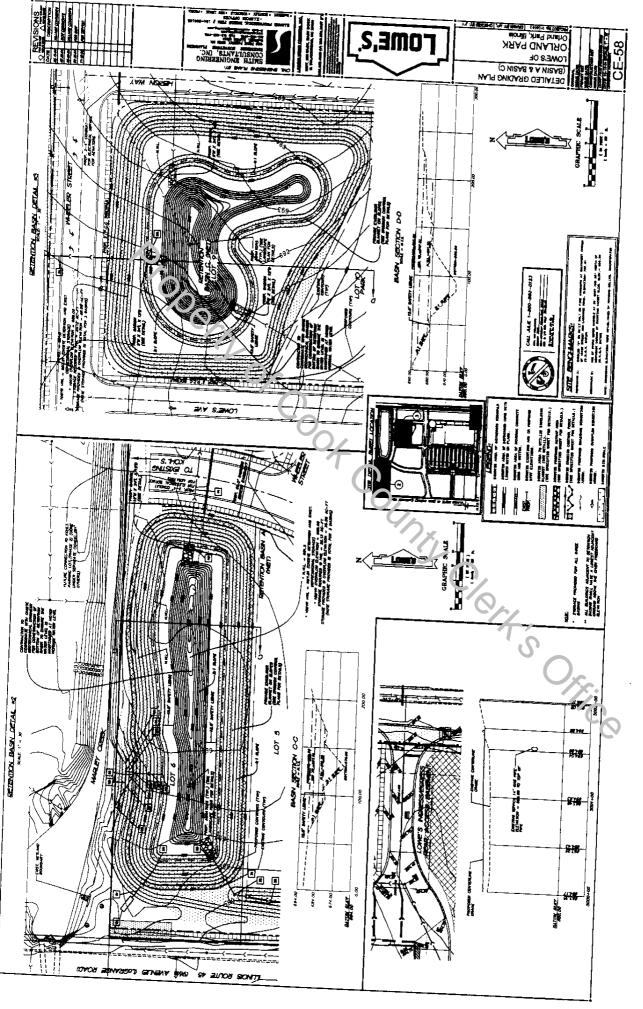
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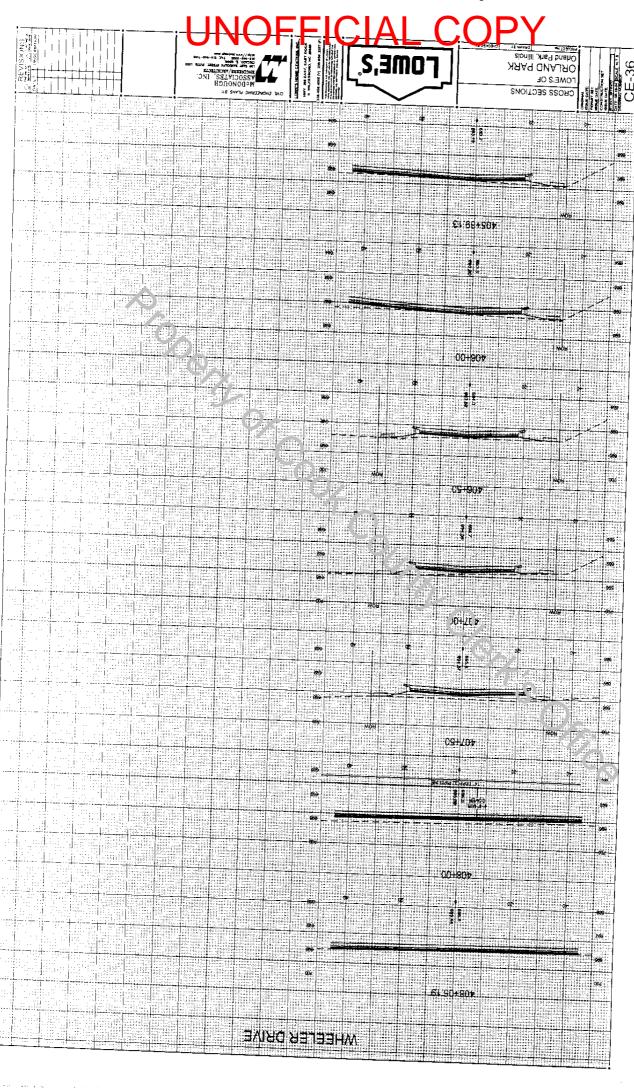
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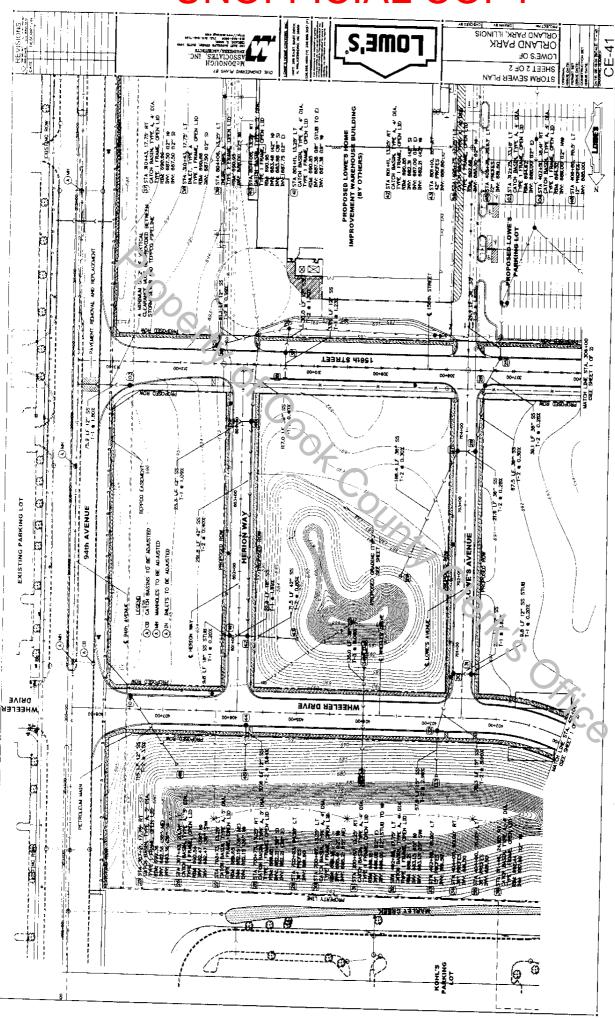
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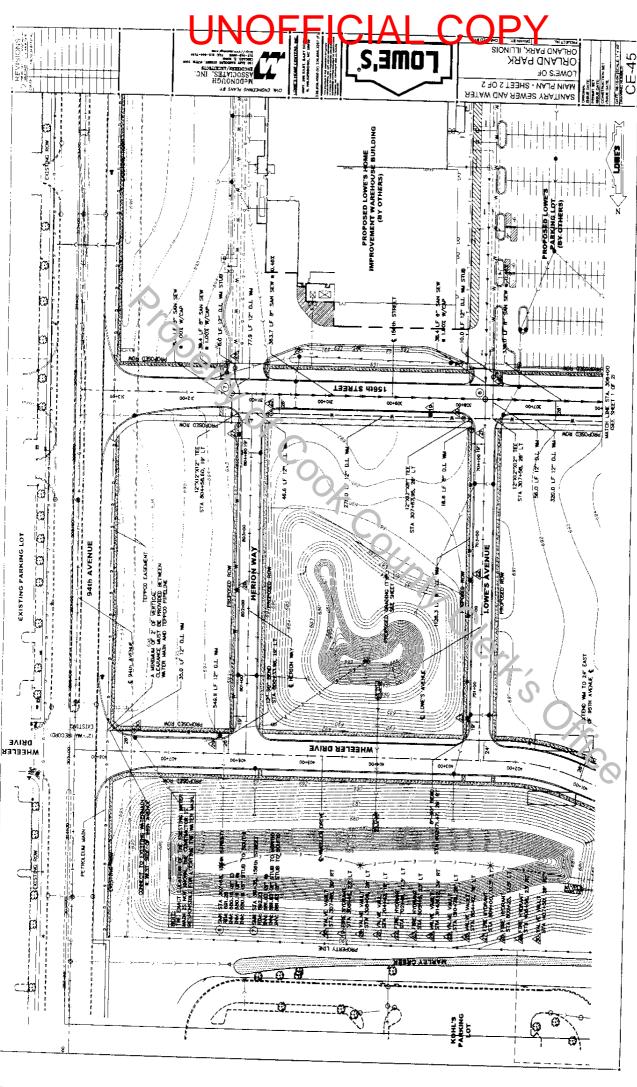
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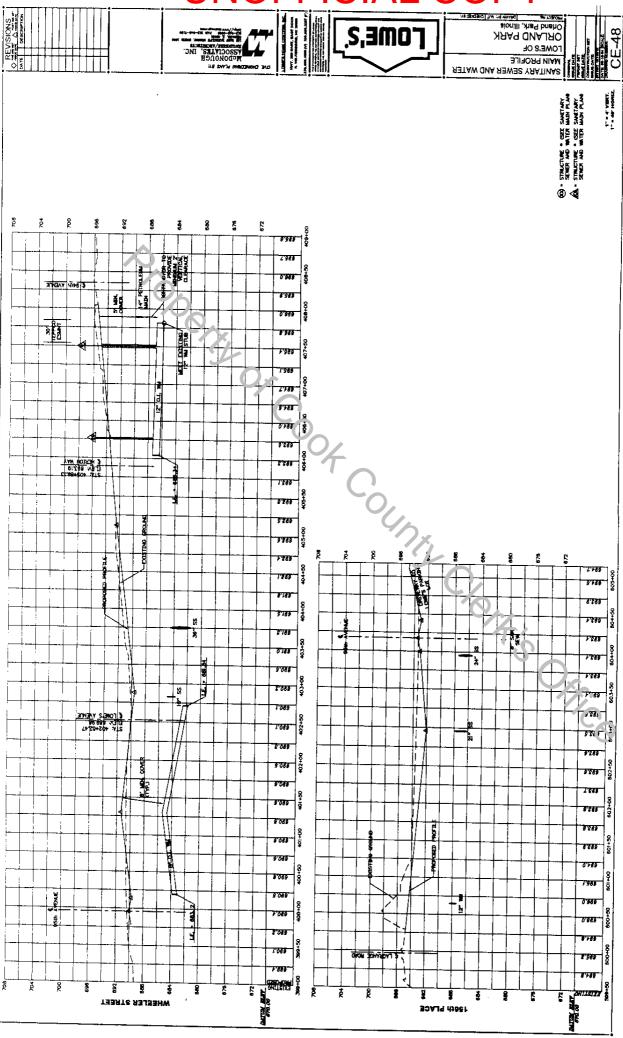
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