



RE-2896

Doc#: 0812054054 Fee: \$86.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/29/2008 12:32 PM Pg: 1 of 9

AMENDMENT TO RIGHT OF WAY AGREEMENT

18 THIS AMENDMENT TO RIGHT OF WAY AGREEMENT ("Amendment") is made this day of December, 2007, by and between West Shore Pipe Line Company, a Delaware corporation, with offices at 1293 Eldridge Parkway, Houston, Texas 77077, hereinafter called "WSPL", and Standard Bank And Trust, an Illinois corporation, as Trustee under Trust Agreement dated May 14, 1985 known as Trust Number 9635, and Cal Sag 83 Office Building, LLC, an Illinois limited liability company, hereinafter collectively called "OWNER".

WHEREAS, WSPL is the present owner of certain rights-of-way and easements ("Easements") over certain lands located in the West Half of the Northeast Quarter of the Southeast Quarter of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois in Tarrant County, Texas, granting to Badger Pipe Line Company the right to lay, maintain, inspect, operate, alter, repair, replace, remove and re-lay a pipe line for the transportation of crude petroleum, oil, gas, the products or by-products of each thereof, water, and other substances of a like or different nature, and such other equipment and appurtenances as may be necessary or convenient for such operations, (the "Pipeline") pursuant to the following described instruments, which instruments are filed in the Deed Records of Cook County, Illinois:

1. Right-Of-Way dated March 1, 1954, executed and delivered by Leonard Cuttone and Mary Chyska, as Trustees, Grantors, to Badger Pipe Line Company, a Delaware corporation, as Grantee, recorded in Volume 50712, Page 451, document number 15935246, Deed Records of Cook County, Illinois.

WHEREAS, WSPL is the current owner of the above described Right-Of-Way.

WHEREAS, OWNER is the current owner of certain property which is subject to the Easement (the "Property") more fully described in EXHIBIT "A", attached hereto and made a part hereof.

WHEREAS, OWNER, hereby covenants with WSPL, its successors, heirs, and assigns, that OWNER is the lawfully seized owner in fee simple of the above-described Property; and

WHEREAS, OWNER and WSPL desire to amend the Easement to limit and define the area covered by the Easement (the "Right-Of-Way"), and to set forth certain understandings and agreements of the Parties, subject to the terms and conditions herein contained.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, OWNER and WSPL by the acceptance of this Amendment and the exercise of any rights under the Easement, and as part of the consideration for the grant herein contained, hereby covenant and agree that the Easement is hereby further amended as follows:

1. OWNER, for itself and its heirs, successors and assigns hereby covenants with WSPL, its successors, heirs and assigns, that OWNER is lawfully seized in fee simple of the above-described Premises; that it has a good right to convey; that the Premises are free from all encumbrances; that OWNER and its heirs, successors and assigns and all persons acquiring any interest in the Premises granted, through or for OWNER, will, on demand of WSPL, or its heirs, successors or assigns, and at the expense of WSPL, its heirs, successors or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required; and that OWNER and its heirs will forever warrant and defend all of the Premises so granted to WSPL, its heirs, successor and assigns against every person lawfully claiming the same or any part thereof.

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2. The legal description as contained in the Easement is hereby deleted and the legal description of the Right-Of-Way as more fully described on Exhibit "B" is substituted therefore (the location of the amended right-of-way is depicted on Exhibit "C").
3. WSPL shall have the right of use of an additional temporary work area, as available, not to exceed fifty (50) feet on each side of the center line of the Pipeline during any construction, repair, removal, and/or replacement, provided prior written notice is given to OWNER. After construction, repair, removal, and/or replacement of the Pipeline, the Easement as herein provided shall revert to the width of the Right-Of-Way, as amended. In the event the Pipeline is buried, neither Party shall diminish, reduce, or increase the soil cover over the Pipeline to a depth not in accordance with the Easement without prior written consent of the other Party.
4. Upon completion of any work on the Right-Of-Way, WSPL shall restore the surface of the Right-Of-Way as near to its original unimproved condition as possible.
5. WSPL shall set and maintain visible monuments of a durable nature where the Pipeline enters and leaves the Property and at such other locations as may be appropriate to properly delineate the Pipeline location never less than at any point where there is a material change in direction followed by the Pipeline, except where prohibited by the Illinois Department of Highways.
6. Except as expressly approved or waived by WSPL, in writing, OWNER's rights under the Easement are conditioned upon the following and such conditions shall at all times be maintained at OWNER's expense:
 - (a) No permanent or temporary buildings or other structures shall be constructed, stored or allowed to exist within the Right-Of-Way.
 - (b) WSPL shall be notified forty-eight (48) hours in advance before any work begins within the Right-Of-Way. This notification shall come through the State of Illinois One Call System.
 - (c) No trees or bushes shall be placed or allowed to grow within the Right-Of-Way unless approved by WSPL.
 - (d) Concrete for paving or entrances crossing the Right-Of-Way shall be approved by WSPL.
 - (e) Pipeline signs placed within the Right-Of-Way by WSPLCO shall at all times remain easily distinguishable from the air or from the access road.
 - (f) At all times, at least thirty-six (36) inches of undisturbed soil will remain over the Pipeline located within the Right-Of-Way, except, that at least forty-eight (48) inches of undisturbed soil will remain over any portion of the Pipeline located within fifty (50) feet of any building or structure which are or may be used for human occupancy.
 - (g) At all times, the existing grade located within ten (10) feet either side of the centerline of the Pipeline will remain unchanged, and adequate erosion control devices will be installed by OWNER to prevent excessive erosion within the Right-Of-Way.
 - (h) No stockpiling of dirt or debris within the Right-Of-Way will be allowed except due to emergency operations.
 - (i) No heavy construction equipment of a type which has axle loads exceeding twenty thousand (20,000) pounds per axle shall be allowed to operate, cross or park over or within the Right-Of-Way.
 - (j) All service lines shall cross at right angles to, but not longitudinally within, the Right-Of-Way.
 - (k) A minimum of eighteen (18) inches vertical clearance between the Pipeline and all proposed service lines shall be maintained. Every underground line must go under the Pipeline.
 - (l) Any telephone, cable and electrical lines laid under the Pipeline will be encased in steel conduit and in red concrete following the above restrictions.

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- (m) If it is necessary at any time for WSPL to remove any portion of any permitted improvements lying within the Right-Of-Way to gain access to the Pipeline for installation, repair, maintenance, or any other purpose whatsoever permitted under the Easement and/or the Right-Of-Way, WSPL may remove those improvements. WSPL has no obligation to replace any improvements removed by WSPL and is not liable to OWNER for damages resulting from the removal of any portion of the improvement within the Right-Of-Way.
- (n) WSPL shall have the right to approve all Plans and Specifications for any work or improvements contemplated by OWNER
- (o) OWNER agrees that if, at any time it becomes necessary for WSPL to ingress, cross, or occupy the Property for purposes of constructing, maintaining, inspecting, repairing, replacing or removing the Pipeline, WSPL shall have temporary access across, over and through the Property for such purposes.
7. OWNER agrees to indemnify fully, hold harmless and defend at OWNER's sole expense WSPL, its parents, affiliates, joint ventures, partnerships and affiliates and its and their agents, officers, directors, employees, representatives, successors and assigns (collectively referred to in this Paragraph 7 as "WSPL"), from and against all Damages (as hereinafter defined) claimed by OWNER or third parties, including employees of OWNER and other persons located within the vicinity of the Easement arising in connection with the use, operation, repairs or maintenance of WSPL's petroleum products pipeline(s) which are located on or under the surface of OWNER's land, without regard to the cause or causes thereof, including but not limited to, those caused by the negligence, gross negligence, strict liability, absolute liability, vicarious liability, or otherwise wrongful acts or omissions of third parties, OWNER and OWNER's subcontractors, WSPL or either of their officers, directors, employees, representatives, successors and assigns, arising directly or indirectly out of or in any way connected with WSPL's petroleum product pipeline(s). WSPL reserves the right, but not the duty, to designate all attorneys selected by OWNER or OWNER's insurance carrier for WSPL's defense hereunder. The term "Damages" shall mean any and all (1) obligations, (2) liabilities, (3) personal injuries (including, but not limited to death of any person), (4) damage to tangible or real property, (5) damage to or destruction of OWNER's land, or any improvements, facilities, vehicle and equipment in the vicinity of the Easement, (6) damage to or destruction of third-party owned or operated improvements, facilities, vehicle and equipment located within OWNER's land in the vicinity of the Easement, (7) penalties, (8) actions, (9) lawsuits, (10) claims, (11) settlements, (12) judgments, orders, directives, injunctions, decrees or awards of any federal, state, local or foreign court, arbitrator, administrative or governmental authority, bureau or agency and (13) costs and expenses (including, but not limited to, attorneys' and/or arbitrator's fees) relating to the foregoing. This indemnity does not extend to the sole negligence of WSPL, its employees, agents or collateral contractors. In addition, OWNER does hereby release and fully discharge WSPL and further acknowledges that this shall be deemed to be and is a complete discharge and satisfaction of all obligations of WSPL to pay for any and all damages arising or caused by the replacement of existing pipe line segments of the Pipeline and any promise to pay such damages in the Easement to OWNER.
8. Any notice to be given hereunder shall be given by mailing the same by United States registered or certified mail, postage prepaid, to the address hereinbelow shown of the party being notified, as follows:

OWNER:	Cal Sag 83 Office Building, LLC Standard Bank and Trust Company 10800 South Route 83 Lemont, Illinois 60439 ATTN: _Joseph P. Meno
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WSPL: West Shore Pipeline Company
Real Estate Department, BF492
1293 Eldridge Parkway
Houston, TX 77077

or to such other address as the parties may from time to time specify in writing by notice given in the manner provided above. Date of mailing shall constitute date of such notice.

- 9. The rights herein granted shall be deemed covenants running with the land covered by the Right-Of-Way and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, personal representatives and assigns.
- 10. Except as herein modified all terms and conditions of the Easement shall remain in full force and effect and the execution of this Amendment shall be in no way deemed to constitute a waiver of any right or claim of either OWNER or WSPL under or by virtue of the Easement and each of the undersigned does hereby ratify, approve, confirm and adopt the above described Easement. In the event of a conflict between the above and any other provisions contained in the Easement, the above shall prevail to the extent of such conflict

EXECUTED as of the 04 day of March, 2008, the parties hereto acting by and through the duly authorized representative of each.

WEST SHORE PIPE LINE COMPANY

By: Jay Andrews
Name: Jay Andrews

Title: President

OWNER:

CAL SAG 83 OFFICE BUILDING, LLC

By: F. Mungley
Name: F. Mungley
Title: Member

STANDARD BANK AND TRUST COMPANY,
as Trustee under Trust Agreement dated May 14,
1985 and known as Trust No. 9635 and not personally

By: Patricia Ralphson
Name: Patricia Ralphson
Title: AVP & TO

This instrument is signed, acted 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 acquire 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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THE STATE OF ILLINOIS)
COUNTY OF COOK) SS

This instrument was acknowledged before me this 4th day of MARCH, 2008, by Jay Andrews, as President of WEST SHORE PIPE LINE COMPANY, a Delaware corporation, on behalf of said corporation.



Maria L. Manoni
Notary Public, State of ILLINOIS
MARIA L. MANONI
Type or Print Name

My Commission Expires:

9/29/09

THE STATE OF ILLINOIS)
COUNTY OF COOK) SS

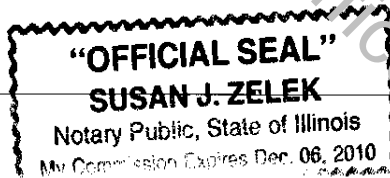
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Patricia Ralphson, of STANDARD BANK & TRUST COMPANY, as Trustee under Trust Agreement dated May 14, 1985 and known as Trust No. 9635, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such AVP & TO, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said association for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 8th day of January, 2008.

Commission Expires:

12/06/10

Susan J. Zelek
Notary Public




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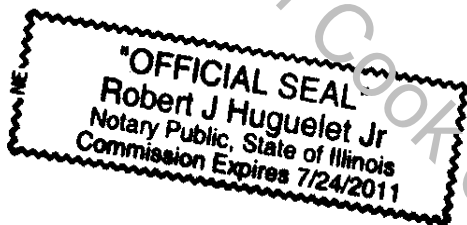
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Frank Murphy personally known to me to be the same person whose name is subscribed to the foregoing instrument as a Member of CAL SAG 83 OFFICE BUILDING, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act.

GIVEN under my hand and notarial seal this 18 day of December, A.D., 2007.



NOTARY PUBLIC



Property of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

ALL OF LOTS ONE AND TWO IN MENO'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDED OF DEEDS AS DOCUMENT NO. 043653908.

PIN: 22-14-401-019 (Lot 1)
22-14-401-020 (Lot 2)

C/K/A: 10800 S. Route 83, Lemont, Illinois 60439

RECORD AGAINST THIS PARCEL

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EXHIBIT "B"

LEGAL DESCRIPTION

THAT PART OF LOTS 1 AND 2 IN MENO'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN AFORESAID MENO'S SUBDIVISION; THENCE NORTH 00°00'00" EAST ALONG THE WEST LINE OF LOT 1 IN AFORESAID MENO'S SUBDIVISION TO A POINT OF INTERSECTION WITH A LINE BEING 40.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 1 IN AFORESAID MENO'S SUBDIVISION; THENCE NORTH 89°49'13" EAST ON A LINE BEING 40.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 1 IN AFORESAID MENO'S SUBDIVISION A DISTANCE OF 282.55 FEET TO A POINT; THENCE NORTH 45°00'00" EAST A DISTANCE OF 17.73 FEET TO A POINT, SAID POINT BEING 53.00 FEET NORTH OF AND PERPENDICULAR WITH THE SOUTH LINE OF LOT 1 IN AFORESAID MENO'S SUBDIVISION; THENCE NORTH 89°49'13" EAST A DISTANCE OF 150.41 FEET TO A POINT, SAID POINT BEING 53.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 1 AND 2 IN AFORESAID MENO'S SUBDIVISION; THENCE NORTH 73°30'04" EAST A DISTANCE OF 96.09 FEET TO A POINT, SAID POINT BEING 80.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 IN AFORESAID MENO'S SUBDIVISION; THENCE NORTH 68°27'53" EAST A DISTANCE OF 101.61 FEET TO A POINT OF TERMINATION, SAID POINT OF TERMINATION BEING A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF LOT 2 IN AFORESAID MENO'S SUBDIVISION AND BEING 117.00 FEET NORTH OF AN PARALLEL WITH THE SOUTH LINE OF LOT 2 IN AFORESAID MENO'S SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

PIN: 22-14-401-019 (Lot 1)
22-14-401-020 (Lot 2)

C/K/A:10800 S. Route 83, Lemont, Illinois 60439

AFTER Recording
Returned
MIKE HAYDEN
WEST SHORE
12920 BELL ROAD
Lemont IL
60439

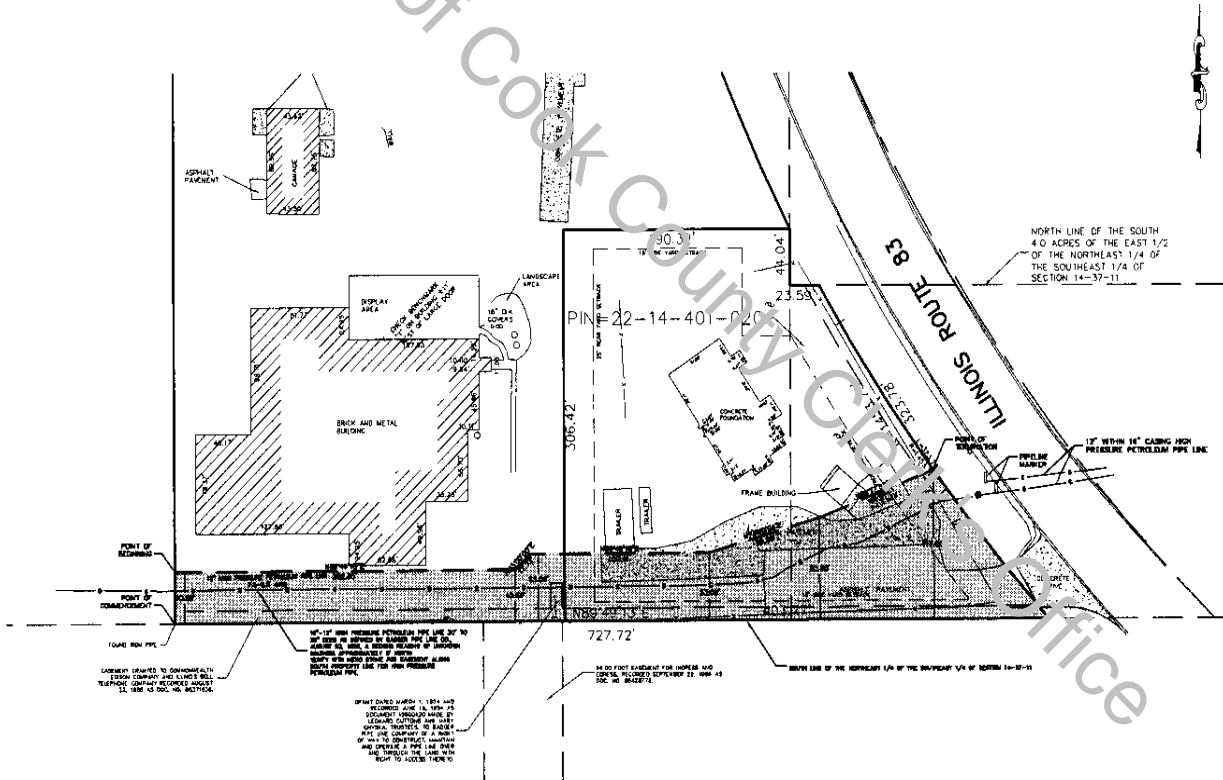
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EXHIBIT C

HIGH PRESSURE PETROLEUM PIPELINE LOCATION AT MENO STONE RT. 83 AND 111TH ST. SCALE: 1"=150'

LEGAL DESCRIPTION:

THAT PART OF LOTS 1 AND 2 IN MENO'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN AFORESAID MENO'S SUBDIVISION; THENCE NORTH 00°00'00" EAST ALONG THE WEST LINE OF LOT 1 IN AFORESAID MENO'S SUBDIVISION TO A POINT OF INTERSECTION WITH A LINE BEING 40.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 1 IN AFORESAID MENO'S SUBDIVISION; THENCE NORTH 89°49'13" EAST ON A LINE BEING 40.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 1 IN AFORESAID MENO'S SUBDIVISION A DISTANCE OF 282.55 FEET TO A POINT; THENCE NORTH 45°00'00" EAST A DISTANCE OF 17.73 FEET TO A POINT, SAID POINT BEING 53.00 FEET NORTH OF AND PERPENDICULAR WITH THE SOUTH LINE OF LOT 1 IN AFORESAID MENO'S SUBDIVISION; THENCE NORTH 89°49'13" EAST A DISTANCE OF 150.41 FEET TO A POINT, SAID POINT BEING 53.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 1 AND 2 IN AFORESAID MENO'S SUBDIVISION; THENCE NORTH 73°30'04" EAST A DISTANCE OF 36.09 FEET TO A POINT, SAID POINT BEING 80.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 IN AFORESAID MENO'S SUBDIVISION; THENCE NORTH 68°27'53" EAST A DISTANCE OF 101.61 FEET TO A POINT OF TERMINATION, SAID POINT OF TERMINATION BEING A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF LOT 2 IN AFORESAID MENO'S SUBDIVISION AND BEING 117.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 IN AFORESAID MENO'S SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.



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PREPARED BY:

hbe **Hoeffler-Butler Engineering, Inc.**

Consulting Civil Engineers - Land Surveyors

PROFESSIONAL DESIGN FIRM LICENSE NO. 104-000019

874 S ROBERTS ROAD HICKORY HILLS, ILLINOIS 60437

708 599-8988 FAX 708 599-8790

PROJECT NO:
02-62