

Doc# 2115810047 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00 KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 06/07/2021 12:26 PM PG: 1 OF 18

This Document Prepared By, And When Recorded Return to: Blake Patrick BP Pipelines (North America) Inc. 30 South Wacker Drive Suite 900 Chicago, IL 60606

File: 4003\_0056A Database: 10025

## RIGHT-OF-WAY EASEMENT

Cook County, IL

FOR AND IN THE FULL CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, in hand paid to Chicago Title Land Trust Company, a corporation of Illinois, ("Grantor", whose mailing address is 10 S. LaScille St., Suite 2750 Chicago, IL 60603, as Trustee under the provisions of a certain Trust Agreement dated June 10, 2003 and known as Trust Number 17472, hereby grants, sells and conveys to BP Central Pipelines LLC, a Delaware Limited Liability Company, By: BP Pipelines (North America) Inc., its sole member ("Grantee"), with offices located at 30 South Wacker Drive, Suite 900, Chicago, IL 60606, its successors and assigns, an easement over a certain area of land 27.5 feet in width as depicted and legally described in Exhibit B attached hereto and made a part hereof (the "Easement Area"), which Easement Area is located on a portion of the property legally described on Exhibit A attached hereto and made a part hereof (the "Property"), all subject to and in accordance with the terms, provisions, and conditions of this Right of Way Easement agreement (the "Agreement"), to wit:

- 1. <u>Pre-Existing Pipeline</u>. Grantee has lawfully constructed a certain pipeline for the transportation of oil, gases, and refined products on certain property adjacent to the Easement Area to the south as depicted on Exhibit B (the "Pipeline")
- 2. Grantee's Use of the Easement Area. Subject to the terms of this Agreement Grantee shall have the right of ingress and egress on, over, and through the Grantor's Property that is reasonable to allow for entry into and departure from the Easement Area for purposes necessary and incident to the inspection, maintenance, repair, replacement or removal of the Pipeline in the Easement Area. Maintenance of the surface facet of the Easement Area shall be the sole obligation of Grantor. However, and except as may be otherwise provided in the Permitted Facilities Agreement as same is ascribed hereinafter, in the event Grantee removes, alters, damages or otherwise affects the horizontal improvements, including but not limited to landscaping, grass, bushes, or other facilities in both the Easement Area and within the avenues of ingress and egress to and from said Easement Area, Grantee at Grantee's sole cost and expense, shall promptly reverse or repair any damage to both the Easement Area and to the avenues of ingress and egress to and from the Easement Area caused by Grantee.

- 3. Grantor's Use of Easement Area. Grantor shall have the right to use and enjoy the Easement Area; provided however, Grantor shall not exercise such use and enjoyment in a manner that will materially impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, lake, engineering works, or any other type of structure over or on said Easement Area without the prior, written consent from Grantee, but subject to the prior written consent granted by Grantee as set forth in that certain Permitted Facilities Agreement dated 3/16, 2021, by and between Grantor and Grantee (the "Permitted Facilities Agreement"). A copy of the Permitted Facilities Agreement is attached hereto as Exhibit C and made a part hereof.
- 4. Other Easements on Easement Area. Grantor may grant other easements over, along, and across the Easement Area so long as such other easements do not interfere with Grantee's purposes and uses of the Easement Area after obtaining the prior, written consent of Grantee. If the Grantor shall dedicate or transfer any or all of the Easement Area to any public entity, homeowner association, common interest community or other recipient for use as a public street, road, alley, or other use, Grantor, Grantee, and recipient shall execute all instruments that may be necessary or appropriate to effectuate the dedication or transfer, without however, extinguishing the rights granted herein. Furthermore, any easement, dedication or transfer conferred by Grantor will re subject to the rights accorded herein. However, upon the granting of such easement or dedication by Grantor, or upon any other transfer of its title and interests in and to its Property to any Grantor's transferee, successor, or assignee, Grantor shall be released from all obligations, liabilities and burdens under this Agreement arising or accruing after such transfer, and such Grantor is transferee, successor, or assignee shall be deemed to have assumed all such obligations, liabilities and burdens.
- 5. Grantee's Permitted Activities. Grantor further agrees that Grantee's entitlements granted hereunder as to its right to reasonable ingress and egress upon Grantor's Property to and from the Easement Area and Grantees maintenance operations in the Easement Area shall only be exercised as and to the extent necessary for Grantes io lay, maintain, operate, repair, replace, alter, renew, and remove the Pipeline and related appurtenances located on the property to the south of the Easement Area.
- 6. Temporary License Area. During any period of replacement, maintenance or repair of the Pipeline, Grantee shall have the right to temporarily occupy Grantor's property adjacent to the northerly parameter of the Twenty-Seven & ½ foot (27.5') defined Easement Area as is reasonably necessary to perform the described activities permitted in Geotion 5 above, and shall promptly reverse or repair any damage to this Temporary License Area at its expense caused by or arising out of its transient occupancy.
- 7. <u>Land Use</u>. Neither Grantor nor Grantee shall engage in, nor permit any activity which would violate or cause any violation of an applicable Federal, State or Local rule, regulation, or order governing land use in the vicinity of Pipeline.
- 8. <u>Liability</u>. Grantee shall be liable for all damages, disruption and losses caused by or arising out of the maintenance, repair, replacement, or operation of the Pipeline or Grantee's activities upon the Easement Area or the Property that may be asserted against Grantor (other than to the extent any such claims are caused by or arise from the conduct of Grantor, Grantor's agents, contractors, employees, invitees, guests and permittees). Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all claims, demands and causes of action for injury, including death, or damage to persons or property or fines or penalties or environmental matters caused by or arising out of the operations of Grantee or

Grantee's servants, agents, employees, guests, licensees, invitees or independent contractors (other than to the extent any such claims are caused by or arise from the conduct of Grantor, Grantor's agents, contractors, employees, invitees, guests and permittees), and from and against all costs and expenses incurred by Grantor by reason of any such claim or claims, including attorneys' fees. The provisions of this paragraph shall survive the termination of this Agreement or abandonment of the Pipeline.

9. Successors and Assigns. The terms, conditions, and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The rights herein granted may be leased or assigned, in whole or in part.

All rights, interests, obligations, liabilities, benefits and burdens of Grantor and Grantee, respectively, under this Agreement shall run with the land and shall bind and inure to the benefit of, respectively, (a) Grantee and any subsequent holder of Grantee's rights, title or interests in or coall or any portion of the Easement Area (all such holders being "Grantee's Successors"); and (b) Grantor and any subsequent holder of Grantor 's rights, title or interests in or to all or any portion of the Easement Area (all such holders being "Grantee's Successors").

Specifically, this Agreement shall run with the Easement Area on Grantor's Property for the benefit of Grantee. Any reference to Grantor in this Agreement shall be deemed to include Grantor's Successors, and any reference to Grantee in this Agreement shall be deemed to include Grantee's Successors. Upon the transfer by Grantor of its rights, title and interests in and to any or all of the Property to any Grantor's Successor, Grantor shall be released from all obligations, liabilities and burdens under this Agreement arising or accruing after such transfer, and such Grantor's Successor shall be deemed to have assumed all such anto: ....signature pages to follow---obligations, liabilities and burdens.

day of Xanuasy IN WITNESS WHEREOF, Grantor has executed this instrument this / / 2021. **GRANTOR:** Chicago Title Land Trust Company, Trustee under the provisions of a certain Trust Agreement dated June 10, 2003 and known as Trust Number 17472 This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and agreements. LAND TRUS Jada Lee Lutz Name: Please Print undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable CORPORATE ASST. VICE PRESIDENT against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument. KNOWLEDGMENT THE STATE OF **COUNTY OF** Before me, a Notary Public in and for said County and State on this day personally appeared

Linda Lee Lutz ASST VICE PRESIDENT: CACO TITLE LAND TROOWN TO BE END be the person described in and who executed the foregoing instrument, and acknowledged that same as free act and deed. Given under my hand and seal of office this OFFICIAL SEAL SHANNON KIRBY PITTACORA **NOTARY PUBLIC - STATE OF ILLINOIS** MY COMMISSION EXPIRES:07/09/23

My Commission Expires:

| GRANTEE: BP Central Pipelines LLC By: BP Pipelines (North America) Inc., its sole member   |
|--|
| By: Ook Kill   |
| Name: JOHN D'ANOREA  Please Print  |
| Title: VP BP PIPEUNES N.A.   |
|  |
| O <sub>F</sub>   |
| ACKNOWLEDGMENT   |
| THE STATE OF The State of Cook S   |
| Before me, a Notary Public in and for said County and State, on this day personally appeared, known to increase the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. |
| Given under my hand and seal of office this // day of March, 2021.   |
|  |
| Notary Public  |
| My Commission Expires: 10/5/22   |

OFFICIAL SEAL BLAKE PATRICK NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:10/05/22

### **EXHIBIT A**

The West Quarter of Lot 16 (except the South 151.00 feet thereof) and the West Quarter of Lot 17 in County Clerks Division of Section 33, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, IL.

Commonly known as 14968 127th Street, Lemont, IL 60439-7416

PIN: 22-33-101-009-0000

COCK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL \$1502-1387

### **Exhibit B**

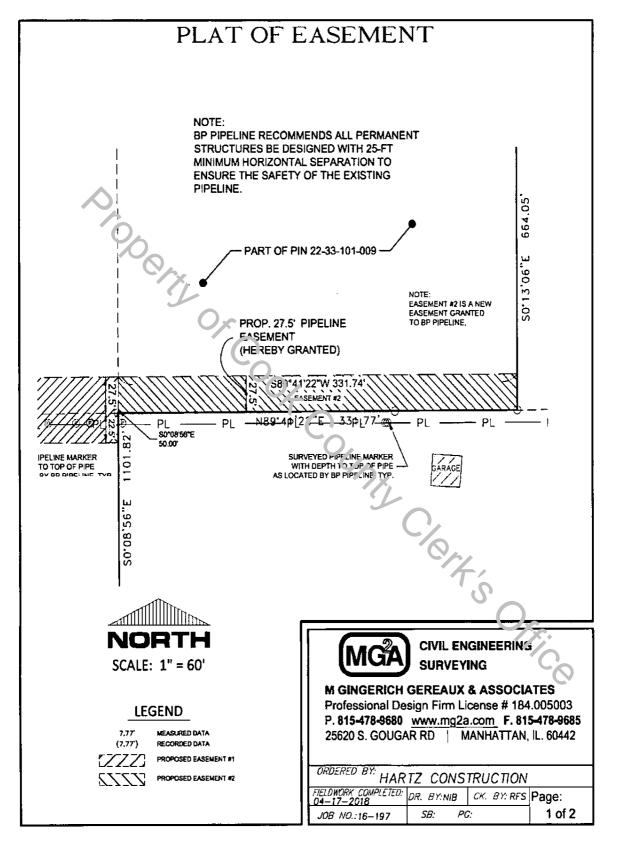


Exhibit B (Cont.)

## PLAT OF EASEMENT

### **OWNERSHIP CERTIFICATE** STATE OF ILLINOIS) COUNTY OF THIS IS TO CERTIFY THAT. IS THE OWNER OF THE LAND DESCRIBED ON THIS PLAT, AND THAT AS SUCH THEY DO HEREBY CONSENT TO SAID PROPERTY BEING GRANTED FOR **EASEMENT #2 DESCRIPTION** EASEMENTS AS SHOWN ON THE PLAT THE SOUTH 2..5. FET OF THE WEST 1/4 OF LOT 16 (EXCE./T. IVF SOUTH 151 FEET THEREOF) HEREON DRAWN. AND THE WEST 11 OF LOT 17 IN COUNTY CLERK'S DIVISION OF CITCTION 33, TOWNSHIP 37 NORTH, RANGE 11 FAST OF THE THIRD DATED THIS \_\_\_ DAY OF \_\_\_\_\_. A.D. 20\_\_. PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING THAT PART DEEDED IN OWNER 0415644036 DESCRIBED A' FOLOWS) THE SOUTH 5,18 METERS (17 FEE.), OF THE WEST 1/4 OF LOT 16 (EXCEPT THE SOUTH 46,03 N. ETF 48 1151 **NOTARY CERTIFICATE** FEET) THEREOF), IN COUNTY CLERK'S AVISION OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN STATE OF ILLINOIS) COOK COUNTY, ILLINOIS. COUNTY OF \_\_\_ SS . A NOTARY PUBLIC, IN AND FOR CONTAINING 9.123 SQ.FT, OR SAIL COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PEOPLE 0.21 ACRE MORE OR LESS WHOSE SIGNATURES APPEAR IN THE "OWNERSHIP CERTIFICATE" ARE PERSONALLY KNOWN TO MICTO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING PIGHTUMENT AS SUCH OWNERS AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE EACEMENT PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR PURPOSES THEREIN SET / ORTH. GIVEN UNDER MY HAND AND PUTERIAL SEAL IN \_\_\_\_\_COUNTY, ILLINOIS DAY OF \_\_\_ \_, A.D. 20\_ NOTARY PUBLIC STATE OF ILLINOIS ) COUNTY OF WILL )SS WE, M. GINGERICH, GEREAUX AND ASSOCIATES DO HEREBY CERTIFY THAT WE PREPARED THIS PLAT OF EASEMENT AND THAT IS A TRUE AND CORRECT REPRESENTATION OF SAME BASED ON OFFICIAL PLATS AND RECORDS, DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF. DATED THIS 15th DAY OF JANUARY, A.D. 2019 **CIVIL ENGINEERING** SURVEYING ROBERT F. SLUIS ILLINOIS PROFESSIONAL LAND SURVEYOR #035-3558 **M GINGERICH GEREAUX & ASSOCIATES** LICENSE EXPIRES NOVEMBER 30, 2020 Professional Design Firm License # 184.005003 P. 815-478-9680 www.mg2a.com F. 815-478-9685 25620 S. GOUGAR RD | MANHATTAN, IL. 60442 SURVEYOR STATE OF ILLINOIS ORDERED BY: HARTZ CONSTRUCTION FELDWORK COMPLETED: DR. BY:NIB CK. BY: RFS Page:

JOB NO.:16-197

2 of 2

PC

2115810047 Page: 9 of 18

# **UNOFFICIAL COPY**

### **Exhibit C**

This Document prepared by and when recorded return to: Blake Patrick BP Pipelines (North America) Inc. 30 South Wacker Drive Suite 900 Chicago, IL 60606

BP File: 4003\_0056,0057,0058A

Database: 10025

|  | PERMITTED FACILITIES AGREEMENT  |  |
|--|---|--|
| DATE:  | , 2021  |  |
| GRANTOR:   | BP Central Pipelines LLC By: Pipelines (North America) Inc., its sole member 30 South Wacker Drive, Suite 900 Chicago, IL 60606   |  |
| <u>GRANTEE</u> :   | Chicago Title Lan 1 Trust Company Trustee under the provisions of a certain Trust Agreement dated June 10, 2003 and known as Trust Number 17472 10 South LaSalle Street, Suite 2750 Chicago, IL 60603 THESE PRESENTS:   |  |
| KNOW ALL MEN BY  | THESE PRESENTS:   |  |
| WHEREAS, Chicago Title Land Trust Company, trustee under the provisions of a certain Trust Agreement dated June 10, 2003 and known as Trust Number 17472 ("Fereinafter called "Landowner") is the owner of certain land legally described in <b>Exhibit 1</b> attached here to and made a part hereof ("Property #1");   |   |  |
| WHEREAS, <b>BP Central Pipelines LLC</b> , a Delaware Limited Liability Company, by: BP Pipelines (North America) Inc., its sole member (hereinafter called "BP") and Cwiter entered into a certain Right of Way Easement Agreement dated, 2021 ("Easement Agreement #1"), a true, correct and complete copy of which Easement Agreement #1 is attached hereto as <b>Exhibit 2</b> ; |   |  |
| WHEREAS, pursuant to Easement Agreement #1, Landowner granted to BP certain rights pertaining to a certain area of land 50 feet in width located on Property #1, as depicted and legally described in Exhibit B attached to Easement Agreement #1 ("Easement Area #1);   |   |  |
|  | andowner is the owner of certain land legally described in Exhibit 3 made a part hereof ("Property #2");  |  |
| dated which Easement Agr   | BP and Landowner entered into a certain Right of Way Easement Agreement _, 2021 ("Easement Agreement #2"), a true, correct and complete copy of reement #2 is attached hereto as <b>Exhibit 4</b> (Easement Agreement #1 and at #2 are sometimes hereinafter collectively referred to as the "Easement to the second terms of the second te |  |

1

WHEREAS, pursuant to Easement Agreement #2, Owner granted to BP certain rights pertaining to a certain area of land 27.5 feet in width located on Property #2, as depicted and legally described in Exhibit B attached to Easement Agreement #2 ("Easement Area #2) (Easement Area #1 and Easement Area #2 are sometimes hereinafter collectively referred to as the "Easement Areas");

WHEREAS BP owns, maintains and operates a pipeline with equipment, appurtenances and apparatus thereto, if any (hereinafter collectively called "Pipeline") within Easement Area #1 and on the property located adjacent to Easement Area #2 to the south;

WHEREAS, the location of the Pipeline is depicted on Exhibit B to Easement Agreement #1 and Exhibit B to Easement Agreement #2;

WHEREAS, the property located adjacent to Easement Area #2 to the south upon which the Pipeline is constructed is not owned by Landowner;

WHEREAS, LANDOWNER has requested BP to consent to certain improvements within the Easement Areas, including the installation of a public road, sidewalks, gravel paths, sanitary sewer, waterline, and landscaping (nereinafter called "Permitted Facilities"), as more clearly depicted on **Exhibit 5** attached hereto and roade a part hereof;

NOW, THEREFORE, in reliance on the aforesaid representations and the mutual covenants herein contained, consistent with the provisions of Easement Agreements which prohibit such construction within the Easement Areas without the prior consent of BP, BP hereby consents and agrees, insofar as it has the lawful right so to do, to the construction and maintenance of the Permitted Facilities within the Easement Areas, subject to the following terms and conditions:

- Subject to the terms of this Permitted Facilities Agreement (the "Agreement"), BP has the right to remove portion(s) of the Permitted Facilities as necessary in BP's sole discretion in the exercise of its rights under the Easement Agreements. After BP has completed any work necessitating the removal of the Permitted Facilities or any portion thereof, BP shall be responsible for replacing and repairing the Permitted Facilities. BP shall be responsible for any damage to the Permitted Facilities and BP releases Landowner from all costs, losses or damages directly or indirectly arising from BP's removal of portions of the Permitted Facilities.
- 2) LANDOWNER shall release, defend, indemnify and hold harmless BP and its affiliates, and their agents, employees, officers, directors, insurers, contractors, subcontractors, representatives, successors and assigns (the "BP Parties") from and against any and all actions, claims, settlements, judgments, demands, liens, losses, liabilities, damages, fines, penalties, interest, costs, expenses (including, without limitations, expenses attributable to the defense of any actions or claims), and reasonable attorney's fees and other legal expenses and costs, (collectively "Losses") caused by, arising out of, or resulting from, either directly or indirectly, Landowner's activities contemplated under this Agreement, including:(a) injury, or death of persons (including any BP Party or any employee, contractor or subcontractor of BP); or (b) damage to or loss of any property (including that of any BP Parties or any employee, contractor or subcontractor of BP); or (c) harm to the environment; but excluding any losses to the extent caused by the negligence or willful misconduct of any BP Party.
- 3) BP shall release, defend, indemnify and hold harmless Landowner and its agents, employees, officers, directors, insurers, contractors, subcontractors, representatives, successors and assigns (the "Landowner Parties") from and against any and all actions,

claims, settlements, judgments, demands, liens, losses, liabilities, damages, fines, penalties, interest, costs, expenses (including, without limitations, expenses attributable to the defense of any actions or claims), and reasonable attorney's fees and other legal expenses and costs, (collectively "Losses") caused by, arising out of, or resulting from, either directly or indirectly, BP's activities contemplated under this Agreement, including:(a) injury, or death of persons (including any Landowner Party or any employee, contractor or subcontractor of Landowner); or (b) damage to or loss of any property (including that of any Landowner Parties or any employee, contractor or subcontractor of Landowner); or (c) harm to the environment; but excluding any losses to the extent caused by the negligence or willful misconduct of any Landowner Party.

- 4) Except as otherwise provided in this Agreement, all costs and expenses for constructing, operating, maintaining and removing the Permitted Facilities shall be borne solely by LANDOWNEP, its successors and assigns.
- 5) LANDOWNER shall not commence with any excavation or construction on or near the Easement Areas without first contacting the local "One-Call" utility locating service at least 48 hours (two working days) prior to initiating any excavation or construction activities so BP can arrange to have a representative present when LANDOWNER or their contractor are working in close proximity to the Easement Areas.
- BP may, at its sole discretion, elect to have a representative on site during LANDOWNER's excavation or construction activities in close proximity to the Easement Areas and LANDOWNER herein acknowledges that BP's representative shall have full authority to stop any of LANDOWNER's excavation or construction related activities in close proximity to BP's Easement if BP's representative, in his/her reasonable discretion, feels LANDOWNER's activities could result in derriage to BP's Pipeline. LANDOWNER may resume work activities upon resolving the nature of the stop work condition.
- 7) LANDOWNER shall immediately cease work and notify PP if BP's Pipeline is struck by any means of earth disturbing equipment so BP can inspect its Pipeline, and if required, make all necessary repairs.
- 8) All requirements as shown in the engineering approval letter (attached hereto as **Exhibit 6**) and incorporated herein for the reasons therein stated.
- LANDOWNER shall require its contractor to follow the general excavation and construction requirements outlined in **Exhibit 7** attached hereto.

All notices shall be sent by United States registered or certified mail, return receipt requested, or by overnight courier, and shall be addressed to the parties at the address first mentioned above or at such other address as the parties may direct. Notices shall be deemed effective three (3) business days after mailing if by registered or certified mail, and one business day after tender to overnight courier for delivery.

The Easement Agreements shall remain in full force and affect except as modified and changed by this Agreement.

If any one or more of the provisions of this Agreement, or the applicability of any such provisions to a specific situation shall be invalid or unenforceable, the validity and enforceability of all other applications of such provisions shall not be affected.

The covenants contained in this Agreement shall constitute covenants running with the land and shall be binding upon and insure to the benefit of the parties hereto, their personal representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto separately and severally have caused this AGREEMENT to be executed in their respective names by and through their duly authorized representatives, as of the day and year first above written.

COOK COUNTY CLERK OFFICE RECORDING DIVISION 118 N. CLARK ST. ROOM 120 CHICAGO, IL 60602 1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

| BP Central Pipelines LLC  By: BP Pipelines (North America) Inc., its sole member   |
|--|
| Ву:  |
|  |
| Name:  |
| Please Print   |
| Title:   |
|  |
| Title:  ACKNOWLEDGMENT   |
| THE STATE OF)  |
| COUNTY OF)§  |
| Before me, a Notary Public in and for said County and State, on this day personally appeared , known to me to be the   |
| of BP Central Pipelines LLC, by BP Pipelines (North America) Inc., its sole member, a limited liabilit company of the State of Delaware, and acknowledged to me thatexecute said instrument for the purposes and consideration therein expressed, and asthe act of said corporation. |
| Given under my hand and seal of office thisday of, 2021.   |
| My Commission Expires:   |
| Notary Public  |

Chicago Title Land Trust Company
Trustee under the provisions of a certain Trust Agreement
dated June 10, 2003 and known as Trust Number 17472

| Ву:   |   |
|---|---|
| Name:   |   |
| Please Print  |   |
| Please Print  Title:  ACKNO                         |   |
| ACKNO<br>ACKNO                                      | DVI_FDGMENT   |
| <del></del>   | TO SOME THE |
| THE STATE OF)                                       |   |
| COUNTY OF)  |   |
| Before me, a Notary Public in and for said County a | and State, on this day personally appeared to be the person described in and who executed the   |
| foregoing instrument, and acknowledged that deed.   | executed the same asfree act and  |
| Given under my hand and seal of office this         | day of, 2021  |
| My CommissionExpires:                               |   |
|   | Notary Public   |

### Exhibit 1

that part of the West Half of the East Half of the East Half of the Southwest Quarter of the Northwest Quarter, lying North of Archer Avenue, in Section 33, Township 37 North, Range 11 East, of the Third Principle Meridian, in Cook County, IL

PIN: 22-33-102-004-0000

Commonly Known As: 13010 Archer Ave., Lemont, IL 60439-7433

and

that part of the East Half of the Southwest Quarter of the Northwest Quarter, lying North of Archer Avenue, in Section 33, Township 37 North, Range 11 East, of the Third Principle Meridian, in Cook County, IL

PIN: 22-33-102-005-0000

Commonly Known As: 13002 Archer Ave., Lemont, IL 60439-7433

and

part of the East Half of the East Half of the North vest Quarter of the Northwest Quarter of Section 33, Township 37 North, Range 11 East (except the North Half of the East Half of the East Half of the Northwest Quarter of the Northwest Quarter thereof) and (except the North 150 feet of the South Half of the East Half of the East Half of the Northwest Quarter of the Northwest Quarter thereof), of the Third Clort's Orgina Principle Meridian, in Cook County, IL

PIN: 22-33-100-013-0000

Commonly Known As: 15012 127th St., Lemont, IL 60439-7415

### **EXHIBIT 2**

Easement Agreement (50-foot Area)

\*\*TO BE INSERTED UPON RECORDING\*\*

COOK COUNTY CLERK OFFICE RECORDING DIVISION 118 N. CLARK ST. ROOM 120 CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

### **EXHIBIT 3**

The West Quarter of Lot 16 (except the South 151:00 feet thereof) and the West Quarter of Lot 17 in County Clerks Division of Section 33, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, IL.

PIN 22-33-101-009-000

TODERTY OF COLLARY CLERK'S OFFICE Commonly Known As 14968 127th St., Lemont, IL 60439-7416

### **EXHIBIT 4**

Easement Agreement (27.5 Area)

TO BE INSERTED UPON RECORDING

COOK COUNTY CLERK OFFICE RECORDING DIVISION 118 N. CLARK ST. ROOM 120 CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387