

1771 # 22-33-203-020-000  
**UNOFFICIAL COPY** 90475555, 1163, 62

AGREEMENT AND PARTIAL RELEASE  
Cook County, Illinois

THIS INDENTURE, made and entered into between Charles H. Lebensorger and Susan D. Lebensorger, 9654 S. Nottingham, Chicago Ridge, Illinois 60415, hereinafter called "Owner," and AMOCO OIL COMPANY, a Maryland corporation, whose address is 200 East Randolph Drive, Chicago, Illinois 60601, hereinafter called "Amoco."

WITNESSETH:

WHEREAS, by mesne document of record, Amoco is present owner and holder of the rights, title, and interest in the right-of-way contract set out as follows:

Right of Way Contract dated September 15, 1954, executed by Anthony Gudelavich and Tillie Gudelavich, husband and wife, as grantors, unto Standard Oil Company, its successors and assigns, as grantee, covering the south half of Northeast quarter of Northeast quarter, except the South 175 feet thereof in Section 33, Township 37N, Range 11, Cook County, Illinois; said Contract recorded in Book 51469, Page 249, Document 16120541, of said county.

WHEREAS, subsequent thereto the said Standard Oil Company transferred and conveyed all of its right, title, and interest in and to the above described land to The American Oil Company, a Maryland corporation, now known as Amoco Oil Company, its successors and assigns, hereinafter called "Amoco"; and

WHEREAS, Owner has subsequently acquired title to a tract of land, being all or part of the same land covered by the right-of-way contract hereinabove set forth, and Amoco is agreeable to limiting its right-of-way to a defined strip across said acquired tract.

WHEREAS, Amoco is willing to describe and limit its right-of-way to a defined strip across Owner's acquired tract of land and to release the remainder of said acquired tract from the terms and provision of said right-of-way contract under the conditions herein provided and mutually agreed upon by Amoco and Owner.

NOW, THEREFORE, in consideration of the covenants herein contained and mutual benefits to be derived therefrom, Amoco does release, surrender, and terminate all of its right, title, and interest in and to Owner's acquired tract of land, which Amoco acquired by the contract first hereinabove set out, **SAVE AND EXCEPT** a right-of-way strip on and across Owner's tract of land, said defined strip being described as follows:

Tract Description: A portion of Lot 12 in County Clerk's Division of Section 33, Township 37 North, Range 11, East of the Third Principal Meridian as per plat recorded in the Recorder's Office on April 30, 1880 as Document Number 269446, and being more particularly described in the survey of Schomig Land Surveyors, Ltd. as survey No. 89NE7 for J. F. Raymond Construction on October 13, 1989, as commencing at a point on the East line of said Lot 12 which is 279.97 feet Northerly of the Southeast corner of said Lot 12; thence running Northwesterly a distance of 337.21 feet to a point on the Center Line of Archer Avenue, said point being 258.37 feet Southwesterly from the intersection of the said Center Line of Archer Avenue and the East line of said Lot 12; thence Southwesterly along the said Center Line of Archer Avenue 150.0 feet

150.0

THIS DOCUMENT PREPARED BY: B. L. BREHM, MANAGER REAL ESTATE SERVICES  
AMOCO CORPORATION, MAIL CODE 3504  
200 E. RANDOLPH DRIVE  
CHICAGO, IL 60601



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the Place of Beginning; thence southeasterly at an angle of 90 degrees with the Center Line of Archer Avenue a distance of 354.76 feet to a point on line 175 feet North of and parallel with the South line of Lot 12; thence West on said parallel line 60.60 feet; thence South on a line parallel to the East line of Lot 12; 158.95 feet; thence Northwesterly to a point in the Center Line of Archer Avenue, 150 feet Southwesterly of the Place of Beginning, thence Northeasterly 150 feet to the Place of Beginning, in Cook County, Illinois.

Pipeline Easement Description: Beginning at an Iron pin found at the Southeast Corner of the previously described tract of land in Lot 12 of the County Clerks Division of Section 33, Township 37 North, Range 11 East of the Third Principal Meridian, thence Northwesterly on an assumed bearing of N39°05'35"W along the Easterly line of the said tract a distance of 48.38 feet, more or less, to a point: thence S88°25'00"W, parallel with the South line of the said tract, a distance of 54.16 feet, more or less, to a point, thence S42°42'00"W a distance of 108.10 feet, more or less, to a point on the westerly line of the said tract; thence S39°10'11"E along the westerly line of the said tract a distance of 20.51 feet, more or less, to a point; thence N42°42'00"E a distance of 85.66 feet, more or less, to a point on the easterly line of said tract that is parallel with the East line of Lot 12; thence N01°29'W along the easterly line of said tract, a distance of 20.09 feet, more or less, to an iron pipe found at the said tract corner; thence N88°25'00"E along the Southerly line of the said tract a distance of 66.60 feet, more or less, back to the POINT OF BEGINNING; all being in Cook County, Illinois.

P. I. # 22 33 202 020 0000 12801 Archer Ave, Lemont, IL 60439

FURTHER SAVING AND EXCEPTING to Amoco, its successors, and assigns, the right of ingress and egress across Owner's land adjacent to said defined right-of-way strip for the purpose of exercising any and all of the rights which Amoco has under the right-of-way contract hereinabove first set out, all of which rights are specifically reserved with regard to said right-of-way strip.

Owner, their successors, grantees, and assigns, shall have the right to use and enjoy the surface of the defined right-of-way reserved across Owner's land, provided such use and enjoyment shall be conducted in a manner that will not unreasonably interfere with the use of said right-of-way strip by Amoco, its successors, grantees, and assigns, for the purposes as set forth in the original right-of-way contract first hereinabove described; and provided further that Owner, their heirs, successors, grantees, and assigns, shall not erect or construct, nor permit the erection or construction of any buildings, walls, engineering works, or any other type of structure or structures on, over, under, through, or across said right-of-way strip. Owner further agrees that it shall not remove any of the existing "cover" which presently exists over the existing pipelines, nor shall Owner add any more than three feet (3') of "cover" to that which presently exists over the existing pipeline. It is mutually agreed, however, that Owner may construct necessary fences, streets, alleyways, driveways, utility lines, and service lines (but no other improvements of any nature), across, but not along, said defined strip, provided that not less than ten (10) days' advance written notice of the contemplated construction is given to Amoco Pipeline Company at its office at One Mid-America Plaza, Suite 300, Oak Brook Terrace, Illinois 60181.

Amoco, its successors, and assigns, shall not be held liable to Owner, its heirs, successors, grantees, and assigns, for any

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damage caused to any of the permitted facilities constructed across or along the strip in exercising the rights granted Amoco in the original right-of-way easement, and if in the judgment of Amoco, the construction of such permitted facilities requires that the pipeline or pipelines located on said strip be altered, lowered, encased, or otherwise protected, the entire cost of such protective measures shall be borne fully by Owner, its heirs, successors, grantees, and assigns. Owner further agrees that Amoco shall have the right to maintain the right of way clear of trees and underbrush so as to continue the efficient operation and aerial patrol of the pipeline.

The terms, conditions, and provisions hereof shall extend to and be binding upon the parties hereto, their heirs, successors, and assigns, but in no event shall this document be binding upon Amoco Oil Company until such time as it is executed and attested to by Amoco management.

EXECUTED this 27th day of July, 1990.

WITNESS:

Michael O'Donnell

BY: Charles H. Lebensorger  
Charles H. Lebensorger

WITNESS:

Michael O'Donnell

BY: Susan D. Lebensorger  
Susan D. Lebensorger

ATTEST:

Carol A. Vajda  
Carol A. Vajda  
Assistant Secretary

AMOCO OIL COMPANY

BY: Bradley L. Brehm  
Bradley L. Brehm  
Manager of Real Estate Services

APPROVED  
AS TO FORM  
WCA  
REAL ESTATE DEPT.  
AMOCO CORP

COOK COUNTY CLERK'S OFFICE  
FILED FOR RECORD

1990 OCT -1 PM 12: 16 90475558

THE STATE OF Illinois )  
COUNTY OF Cook )

On this 27th day of July, 1990, before me personally appeared Charles H. Lebensorger and Susan D. Lebensorger known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal of office this 27th day of July, 1990.

"OFFICIAL SEAL"  
Michael O'Donnell  
Notary Public, State of Illinois  
My Commission Expires 4/12/93

Michael O'Donnell  
Notary Public

My Commission Expires: 4-12-93

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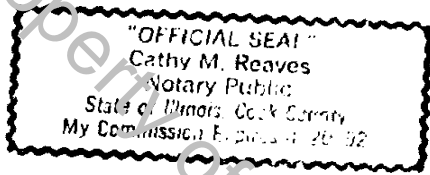
THE STATE OF ILLINOIS )  
COUNTY OF COOK )

Before me, CATHY M. REAVES, a Notary Public in and for said County and State, on this day personally appeared Bradley L. Brehm and Carol A. Vajda known to me to be the Manager, Real Estate Services and Assistant Secretary, respectively, of Amoco Oil Company, a corporation, and acknowledged to me that they executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 30<sup>th</sup> day of August, 1990.

Cathy M. Reaves  
Notary Public

My Commission Expires: 4/30/92



22,33-202-020

12801 Archer Ave

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RETURN TO:

J. M. GROAT  
AMOCO CORPORATION  
MAIL CODE 3504  
200 E. RANDOLPH DRIVE  
CHICAGO, IL 60601

Property of Cook County Clerk's Office