

AGREEMENT AND ACKNOWLEDGEMENT

DATE: October 6, 2015

1ST PARTY: **Chicap Pipe Line Company, by BP Pipelines (North America) Inc., Its Agent**
150 W. Warrenville Rd., Building 603 – 3rd Floor, Naperville, IL 60563

2ND PARTY: **Village of Orland Park**
14700 Ravinia Ave., Orland Park, IL 60462

3RD PARTY: **Illinois Department of Transportation**
201 Center Ct., Schaumburg, IL 60196

AS TO: BP File CHI LAT2 31, 31.1, 32 – Database # 8150
151ST. Street and IL Route 43 (Harlem Ave.) Turn Lane Addition

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Chicap Pipe Line Company as operated by BP Pipelines (North America) Inc. (hereinafter referred to as “CHICAP”), is the present owner of a right of way and easement (hereinafter referred to as “Easement”), over, through, under and across the following described parcel in Cook County, Illinois:

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 13, Township 36 North, Range 12 East, Cook County, Illinois

granted by Catalina Construction Corporation dated July 2nd, 1968 and recorded August 27th, 1968 as document number 20596445 at the Cook County Recorder’s Office.

WHEREAS, pursuant to the Easement, a pipeline was or pipelines were constructed together with equipment and appurtenances thereto (hereinafter referred to as “Existing Pipeline”) within said Easement and is presently a part of a pipeline system owned by CHICAP; and

WHEREAS, subsequent to the grant of the Easement, Village of Orland Park (hereinafter referred to as “VILLAGE”) and the Illinois Department of Transportation (hereinafter referred to as “IDOT”) acquired or will acquire title to a portion of three tracts of land (hereinafter referred to as “New Road Right of Way”) more fully described in Exhibit “A” and more clearly depicted on Exhibit “B” attached hereto and made a part hereof, being all or a part of the same land covered by the Easement.

NOW, THEREFORE, in reliance on the aforesaid representation and in consideration of the mutual covenants herein contained:

1. VILLAGE and IDOT agree that CHICAP, its successors and assigns have superior rights, to that entire portion of the New Road Right of Way covering the same land described in the Easement, to the extent granted in the easement.
2. VILLAGE and IDOT agree that CHICAP has the right, to the extent granted in the easement, to lay, maintain, inspect, operate, alter, repair, patrol (including aerial patrol), remove, and relocate the Existing Pipeline and appurtenances thereto (hereinafter "Proposed Pipelines") along side of and horizontally within Ten (10) feet of its Existing Pipeline. VILLAGE and IDOT agree that any and all repair to the roadway shall be undertaken by VILLAGE and IDOT, at their sole cost and expense, even if such repair is necessitated by the exercise by CHICAP of its rights under the Easement and this Agreement and Acknowledgement.
3. VILLAGE and IDOT acknowledge and agree that they will reimburse CHICAP in full upon any further revision, relocation and/or removal of CHICAP's facilities within the New Road Right of Way occasioned by any VILLAGE and/or IDOT authorized improvement or revision within the New Road Right of Way, said Facility Relocation shall be at CHICAP's sole discretion.
4. VILLAGE and IDOT shall not commence with any excavation or construction on or near the Easement 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 CHICAP can arrange to have a representative present when VILLAGE, IDOT, or their contractor are working in close proximity to the Easement.
5. This Agreement and Acknowledgement shall be recorded in the land records of Cook County, Illinois.

Nothing herein shall constitute a waiver or relinquishment by CHICAP of any right to compensation that CHICAP may have under applicable law in the event of relocation of the Existing Pipeline, the Easement (in whole or in part) or any other CHICAP easement or right-of-way, or as a result of condemnation or other exercise of the power of eminent domain with respect to any real property interest, whether by the VILLAGE and IDOT or any other governmental entity or agency; provided, the VILLAGE and IDOT acknowledge and agree that CHICAP shall not waive or relinquish any such rights by its execution of this Agreement and Acknowledgement, and shall retain any and all such rights.

If any one or more of the provisions of this Agreement and Acknowledgement, 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.

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

VILLAGE of Orland Park

Signature

Print Name

Title

ILLINOIS Department of Transportation

Signature

Print Name

Title

**Chicap Pipe Line Company by BP Pipelines
(North America) Inc. Its Agent**

Signature

Print Name

Title

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, _____, a Notary Public in and for said VILLAGE and State, on this day personally appeared _____, who is the _____, of **Village of Orland Park** and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed and as his/her free act and deed.

Given under my hand and seal of office this _____ day of _____, 2012.

By: _____
Notary Public

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, _____, a Notary Public in and for said IDOT and State, on this day personally appeared _____, who is the _____, of **Illinois Department of Transportation** and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed and as his/her free act and deed.

Given under my hand and seal of office this _____ day of _____, 2012.

By: _____
Notary Public

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

Before me, _____, a Notary Public in and for said VILLAGE and State, on this day personally appeared _____, who is the _____ for **Chicap Pipe Line Company**, a Delaware corporation, on behalf of said entity and acknowledged to me that he 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 _____ day of _____, 2012.

By: _____
Notary Public

Exhibit A

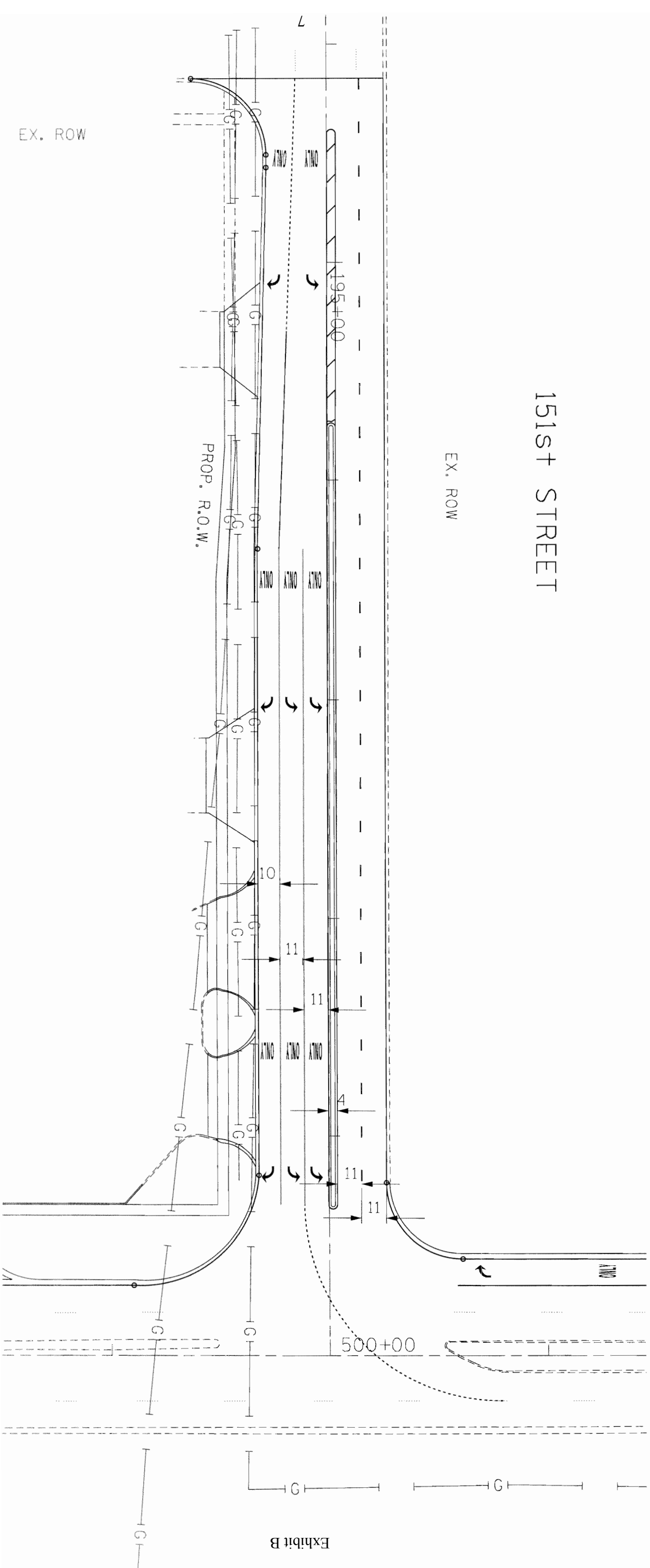
That part of the Northeast Quarter of Section 13, Township 36 North, Range 12 East of the Third Principal Meridian, described as follows:

Beginning at the Northeast corner of lot 4 in Silver Lakes Garden Unit 8, being a subdivision of part of the East half of said Northeast Quarter according to the plat thereof recorded on March 26, 1979 as Document No. 24892031 said point also being on the South line of I 51st Street per Document No. 24892031 and the West line of Harlem Avenue per Document No. 24892031; thence on an Illinois State Plane Coordinate System, East Zone, NAD 83 bearing of South 01 degrees 50 minutes 25 seconds East along said West line, 4.41 feet; thence South 87 degrees 59 minutes 32 seconds West, 175.00 feet to the West line of said lot 4; thence North 01 degrees 50 minutes 25 seconds West along said West line, 4.44 feet to said South line of 151 st Street; thence North 88 degrees 00 minutes 11 seconds East along said South line, 175.00 feet to the Point of Beginning.

Said parcel contains 0.018 acres, more or less.

151st STREET

EX. ROW





20593445



When recorded mail to
Chicago Post Inc Company
PO Box 543
Fairview Ill
60901

Tract Number BIL 32

Centerline Description:

Anna Schilling tract
Section 13, T 36 N, R 12 E, 3rd P.M.
Cook County, Illinois

Beginning at a point on the West line of the Anna Schilling tract the East half of the Northeast quarter of Section 13, Township 36 North, Range 12 East, except cemetery 2 acre and except the West 18 acres of the North half of the East half of the Northeast quarter aforesaid and except the West 180 feet of the Southeast quarter of the Northeast quarter aforesaid. Said point being South 37 feet from the Northwest corner of same.

Thence North 88 degrees 44 minutes East across described tract a distance of 709 feet to a point of intersection. Thence North 02 degrees 16 minutes West a distance of 38 feet to a point on the centerline of 151st. Street. Said point being the North line of described tract and being West 48 feet from the Northeast corner of same.

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1968 AUG 27 AM 9 30

AUG-27-68 255823 • 20596445 ~ A -- G

11.00 MAIL

Exhibit "B"

20596445

TRACT NUMBER BIL 31.1

Centerline Description

William Schilling et ux tract
Section 13, T 36 N, R 12 E,
3rd P.M., Cook County, Illinois

Beginning at a point on the West line of the William Schilling et ux tract the East 9 acres of the West 18 acres of the North half of the East half of the Northeast quarter of Section 13, Township 36 North, Range 12 East. Said point being South 415.5 feet from the Northwest corner of same.

Thence North 28 degrees 51 minutes East across the William Schilling tract a distance of 20 feet to a point of intersection. Thence North 01 degree 11 minutes West a distance of 353 feet to another point of intersection. Thence North 88 degrees 44 minutes East a distance of 287 feet to a point on the East line of described tract. Said point being South 37 feet from the Northeast corner of same.

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Exhibit "B"

TRACT NUMBER BIL 31

Centerline Description

Herbert Schilling et ux tract
Section 13, T 36 N, R 12 E,
3rd P.M., Cook County, Illinois

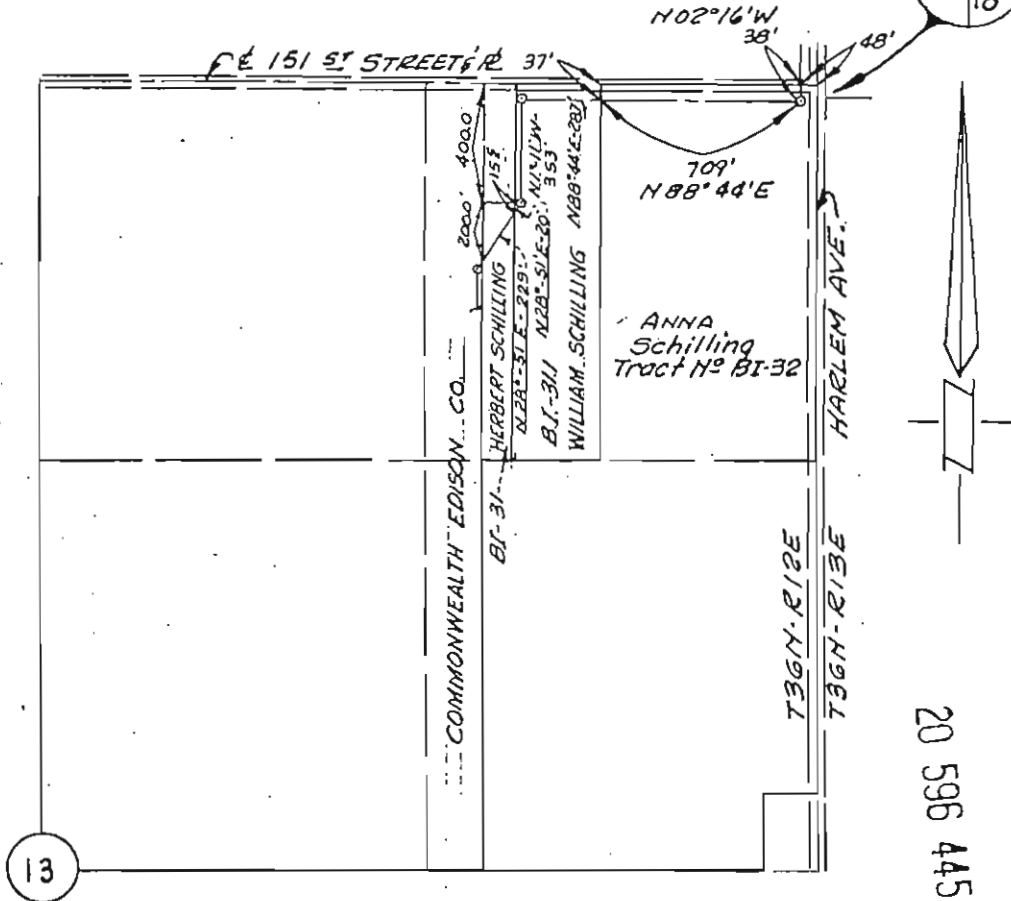
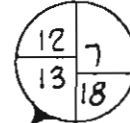
Beginning at a point on the West line of the Herbert Schilling et ux tract West 9 acres of the North half of the East half of the Northeast quarter, Section 13, Township 36 North, Range 12 East, except therefrom the West 180 feet and the North 400 feet. Said point being South 200.0 feet from the Northwest corner of same.

Thence North 28 degrees 51 minutes East across said tract a distance of 229 feet to a point on the East line of described tract. Said point being South 15.5 feet from the Northeast corner of same.

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Exhibit "B"

COOK CO., ILLINOIS
Part of Sec. 13,
T36N-R12E of 3rd P.M.



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TRACT NO BI 31
" " 311
TRACT NO BI-32

CHICAP PIPE LINE CO.
ENGINEERING DEPT. PALATKA, ILL.

Proposed 14" Pipeline
Crossing A. Schilling Tract
Part of Section 13, T36N-
R12E, Cook Co., ILLINOIS

DRAWING NO.

BI-32

Revised 6-27-68

BL. 1-A. Pg. 3-4

CPL. SM. 46A

DATE	SCALE
4-1-68	1"=500'
DRAWN BY	APPROVED
J. B.	
CHECKED BY	APPROVED

Exhibit "A"

STATE OF ILLINOIS
COUNTY OF _____

WITNESS INDIVIDUAL
OR BY MAN AND WIFE

ss

I, _____, a Notary Public, within and for the aforesaid
County and State, do hereby certify that _____
and _____, his wife, personally known to me to be the
same person whose name is (are) subscribed to the within and foregoing instrument, appeared before
me this day in person and acknowledged that _____ signed, sealed and delivered
said instrument as _____ free and voluntary act and deed, for the uses,
purposes and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this _____
day of _____, 19____.
My Commission expires: _____

Notary Public

ACKNOWLEDGMENT BY INDIVIDUAL
OR BY MAN AND WIFE

STATE OF ILLINOIS
COUNTY OF _____

ss

I, _____, a Notary Public, within and for the aforesaid
County and State, do hereby certify that _____
and _____, his wife, personally known to me to be the
same person whose name is (are) subscribed to the within and foregoing instrument, appeared before
me this day in person and acknowledged that _____ signed, sealed and delivered
said instrument as _____ free and voluntary act and deed, for the uses,
purposes and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this _____
day of _____, 19____.
My Commission expires: _____

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ILLINOIS
COUNTY OF WILL

ss

I, Thelma M. Finch, the undersigned authority, do hereby certify
that Walter E. Billerman and Robert E. O'Brien ^{Asst. Cashier}
personally known to me to be the same persons whose names are, respectively, as president and ^{Notary}
of First National Bank of Joliet, a corporation of the State of Illinois
subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged
that they being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said
instrument as the free and voluntary act of said corporation and as their own free and voluntary act for the
uses and purposes therein set forth.

Given under my hand and seal, this 22nd day of August, 1968

My Commission expires:

Feb. 24, 1970

Joliet
Notary Public

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Line

W No

RIGHT OF WAY GRANT

FROM

TO

CHICAP PIPE LINE COMPANY

When Recorded, Return to

CHICAP PIPE LINE COMPANY

Land Department

P.O. Box 548

Kankakee, Illinois

20596445

IN WITNESS WHEREOF, Grantor has executed this instrument as of the 2ND day
of JULY, 1968.

WITNESSES:

CATALINA CONSTRUCTION CORPORATION

Theodore Weiss Pres.
Grantor

ATTEST: Henry Weiss - Sec.
Grantor

Grantor

Grantor

Grantor

Grantor

Grantor

Grantor

20596445



445

~~20596445~~

IN WITNESS WHEREOF, Grantor has executed this instrument as of the 2ND day
of JULY, 1968.

WITNESSES:

CATALINA CONSTRUCTION CORPORATION

Edward Gross Pres.
Grantor

ATTEST: Henry Gross - Sec.
Grantor

Herbert Schilling
Grantor

Marie Schilling
Grantor

Anna M. Schilling
Grantor

William Schilling
Grantor

Myrtle Schilling
Grantor

First National Bank of Joliet

Wm. L. Allen - Trust Officer

ATTEST:

Robert J. ...
ASST. CASHIER



20 596 445

RIGHT-OF-WAY

20 596 445

R/W No. 31,311,332
Check No. 2421
R/W Agt. Joor

16' P.P.P.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to the undersigned hereinafter called Grantor (whether one or more), the receipt of which is hereby acknowledged, paid by CHICAP PIPE LINE COMPANY, a Delaware corporation, Grantor does hereby grant, bargain, sell and convey unto said CHICAP PIPE LINE COMPANY, hereinafter called Grantee, its successors and assigns, a right-of-way easement to lay, maintain, inspect, operate, alter, repair, patrol (including aerial patrol), remove and re-lay a pipe line, the exact location of which has been determined by a survey made by the Grantee, for the transportation of crude petroleum, gas, the products or by-products of each thereof, water, and other substances of a like or different nature, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, over, through, upon, under and across the following described land situated in Cook County, in the State of Illinois, to wit:

Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 36 North, Range 12 East.

The said pipe line to be located as shown on attached plat "Exhibit A" and centerline description of the pipe line location, "Exhibit B".

and also, insofar as and to the extent that Grantor has the right to do so, over, through, upon, under and across the lands, roads, streets, highways or other rights-of-way over, adjoining or appurtenant to the above described land, with the right to maintain the right-of-way clear of trees, undergrowth, brush and other obstructions so as to prevent damage or interference with the efficient operation and patrol of the pipe lines constructed under this grant, it being understood that whenever the term "said land" is hereinafter used it shall be deemed to include any such lands, roads, streets, highways or other rights-of-way.

Together with at all times all rights of ingress, egress, regress, to, over, upon, through and from said land necessary or convenient for the full and complete use by Grantee of the said right-of-way easement and Grantor warrants that he is the owner of said land in fee simple. Grantor shall not erect over any line or lines of Grantee any improvements, lake or pond of such nature as to interfere with the rights hereby granted, but Grantor is not limited from enjoying and occupying said land in any way that will not interfere with or prevent the use by Grantee of the said right-of-way easement and the exercise by Grantee of the rights and privileges granted or mentioned hereunder. Grantee's use shall be confined to a strip of land extending 10 feet on each side of said pipelines; however, during the construction period only, grantee may use a strip of land 20 feet on each side of said pipe line.

Grantee hereby agrees to pay any damages that may arise with respect to Grantor's crops, fences, trees, drainage systems or improvements occasioned by Grantee's operations hereunder.

Any pipe line or any underground conduit constructed hereunder shall be buried with a minimum depth of 36 inches of cover measured from the top of the pipe to the normal ground level at the time of the laying of the pipe. Grantor reserves the right to install water and sanitary sewer mains, storm sewers, gas, electric, telephone and other utilities over, across, or under the said pipe line. Upon two days notice, Grantee shall at its sole expense furnish its inspector for the purpose of protecting its pipe line during any of these installations by Grantor, its agents, or contractor.

Grantor reserves the right to grant other easements on the right of way, except that such grants shall not interfere with the rights granted hereunder to Grantee.

It is agreed that any payment hereafter required to be made hereunder may be made direct to Grantor, or his agent CATALINA CONSTATION CORPORATION whose address is 131 33RD OAK PARK AVE, PALM HEIGHTS 111.

This instrument and the right-of-way easement and each and all of the rights, privileges and interests granted to and conferred upon Grantee may be transferred, conveyed or assigned by Grantee, in whole or in part.

Grantor hereby surrenders and releases all right of dower and homestead in the premises above described, insofar as said dower and homestead may affect the purposes for which this grant is made.

This instrument and each and all of its terms, conditions and provisions shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Grantor and Grantee, respectively.

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