

Sec 2	Twp 38N	Rng 8E	3rd PM
Twp Aurora		Co Kane	
WO		Pcl 1-353	
PIN14-02-401-013			

NORTHERN ILLINOIS GAS
GRANT OF EASEMENT
EASEMENT AGREEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 20____, by and between NORTHERN ILLINOIS GAS COMPANY, (doing business as Nicor Gas Company) a corporation organized and existing under and by virtue of the laws of the State of Illinois (hereinafter sometimes referred to as "Grantor") and the City of Aurora, Illinois, an Illinois municipal corporation, 44 E. Downer Place, Aurora, IL 60605(hereinafter sometimes referred to as "Grantee"):

WITNESSETH:

WHEREAS, Grantee has requested Grantor to grant unto it a non-exclusive perpetual easement to install, construct, reconstruct, operate, maintain, alter, repair, replace and remove an eight (8) inch diameter water main encased in a twenty (20) inch diameter casing pipe (Parcel A) and an eight (8) inch diameter sanitary sewer encased in a twenty (20) inch diameter steel casing (Parcel B), collectively hereinafter ("Facility") in, under, upon and across certain real property owned by Grantor in Kane County, Illinois (hereinafter more fully described).

WHEREAS, Grantor, insofar as it has the right so to do, is willing to grant unto Grantee a non-exclusive perpetual easement for said Facility, but only upon the terms, covenants and conditions hereinafter set forth:

NOW, THEREFORE, in consideration often and no/100 (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, Grantor hereby grants, without warranty of title, unto Grantee, its successors and assigns, a non-exclusive perpetual easement to install, construct, reconstruct, operate, maintain, alter, repair, remove and replace said Facility in, under, upon, through and across:

EASEMENT PARCEL A:

A STRIP OF LAND FOR A WATER LINE EASEMENT LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF DOLAN-LIES SUBDIVISION (ALSO BEING THE NORTH LINE OF NORTHERN ILLINOIS GAS COMPANY PROPERTY PER DOCUMENT 1118605), THENCE NORTH 57 DEGREES, 30 MINUTES, 19 SECONDS EAST ALONG A SOUTHERLY LINE OF SAID LOT 1, 308.39 FEET, FOR A POINT OF BEGINNING OF SAID CENTERLINE, THENCE SOUTH 32 DEGREES, 29 MINUTES, 41 SECONDS EAST, 82.50 FEET, TO A POINT ON A NORTHERLY LINE OF LOT 1 OF WOLTERS DOLAN SUBDIVISION (ALSO BEING THE SOUTH LINE OF NORTHERN ILLINOIS GAS COMPANY PROPERTY PER DOCUMENT 1118605), FOR THE TERMINUS OF SAID CENTERLINE, ALL IN SECTION 2, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

AND ALSO:

EASEMENT PARCEL B:

A STRIP OF LAND FOR A SANITARY SEWER EASEMENT LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 OF DOLAN-LIES SUBDIVISION (ALSO BEING THE NORTH LINE OF NORTHERN ILLINOIS GAS COMPANY PROPERTY PER DOCUMENT 1118605), THENCE SOUTH 89 DEGREES, 34 MINUTES, 44 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1, 42.82 FEET, FOR A POINT OF BEGINNING OF SAID CENTERLINE, THENCE SOUTH 00 DEGREES, 25 MINUTES, 16 SECONDS EAST, 82.50 FEET, TO A POINT ON A NORTHERLY LINE OF LOT 1 OF WOLTERS DOLAN SUBDIVISION (ALSO BEING THE SOUTH LINE OF NORTHERN ILLINOIS GAS COMPANY PROPERTY PER DOCUMENT 1118605), FOR THE TERMINUS OF SAID CENTERLINE, ALL IN SECTION 2, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS,

Both parcels A and B being depicted on the "City Easement Exhibit for Nicor Easement Agreement prepared by Todd Surveying, last revised 7/21/17, and which is attached hereto as Exhibit A and made a part hereof.

The easement for said Facility herein granted by Grantor to Grantee is granted solely for the purpose of installing, constructing, reconstructing, operating, maintaining, altering, repairing, replacing and removing the Facility over and across the easement premises and upon the following additional terms, covenants and conditions, which Grantee, for and on behalf of itself, its successors and assigns, expressly acknowledges, undertakes and agrees to fulfill and discharge, to-wit:

1. The easement herein granted shall be exercised by Grantee in a manner that will not in Grantor's sole judgement unreasonably interfere with the present or future installations or operations of Grantor upon the premises. In the event that Grantor shall hereafter decide to alter or relocate its present facilities at this location or shall decide to construct additional facilities at this location, and in the event any of the Facility constructed by Grantee pursuant to this Easement Agreement shall interfere with such proposed use of the premises of Grantor, Grantor shall deliver to Grantee a written notice describing such proposed use and stating that said Facility of Grantee will interfere with such proposed use. This notice shall be accompanied by an itemized list of any estimated additional costs to be incurred by Grantor if Grantor alters its proposed use to avoid interference with said Facility. Upon receipt of such notice and itemization of additional costs, Grantee shall have the option of either (1) notifying Grantor within 10 days of the receipt of such notice that it elects to relocate said Facility, at its sole cost and expense, within a period of 60 days to another location on the property of Grantor mutually agreed upon by the parties hereto; or, (2) notifying Grantor within ten days of the receipt of such notice that it elects to pay Grantor for all actual additional costs to be incurred by Grantor, along with overhead costs as determined by Grantor. In the event Grantee shall elect to relocate said Facility, Grantee shall promptly take all steps necessary to complete such relocation within a reasonable time, and in no event later than 60 days from the date of such notice. In the event Grantee shall elect to reimburse Grantor for the actual additional costs to be incurred by Grantor, this amount shall be paid to Grantor within 60 days of Grantor's request for reimbursement. Notwithstanding anything to the contrary, Grantee agrees that Grantor shall be fully reimbursed for any actual additional costs, including overhead costs as determined by Grantor, regardless of the amount identified in the estimate, Grantee acknowledging that the estimate is provide as a courtesy and is not intended to bind the Grantor.

2. No work shall be commenced, performed, or made on and/or to the Premises without Grantor's prior written consent and approval which may be withheld in Grantor's sole discretion. In connection with seeking Grantor's approval, Grantee shall submit to Grantor a complete, accurate and final set of plans and specifications detailing the location of, and the method of installation and construction of, the proposed Facilities and improvements. Any and all subsequent changes, alterations and other changes

to Grantee's work, or proposed work, on the Premises must also be submitted to Grantor for Grantor's written approval, which may be withheld in Grantor's sole discretion.

3. Except for routine maintenance, operation and inspection of said Facility, and except in an emergency, all construction, reconstruction, installation, maintenance, repair and removal work to be performed by Grantee on the premises, shall be performed at such time as shall have been approved in advance by Grantor. Notice of any such proposed work shall be given Grantor as least forty-eight (48) hours prior to the proposed commencement thereof. In no event shall any activity that includes excavation or blasting, in any form, be considered routine for purposes of this easement.

All such work shall be performed in the presence of a representative of Grantor in a manner satisfactory to such representative. Grantor may, at its option, perform any protective work which it deems necessary to insure the safety of its facilities in the area of Grantee's proposed work, or it may request Grantee to perform such work. In the event it elects to perform such work, Grantor shall make a reasonable effort to complete any such protective work prior to Grantee's proposed time for commencement of its work, but in the event such protective work cannot be completed by Grantor prior to Grantee's proposed time for commencement of work, Grantee shall postpone the commencement of such work until such time as Grantor has completed any such protective work. The expense of such protective work and the cost of Grantor's on-site representative(s) shall be borne by Grantee.

4. Grantee shall reimburse Grantor for any costs or expenses, sustained or incurred in connection with any damage or injury to Grantor or to any property of Grantor in the course of Grantee's activities on the premises, including, but not limited to, the construction, reconstruction, operation, maintenance, alteration, repair, replacement or removal of Grantee's Facility.

5. All installation, construction, reconstruction, operation, repair, replacement or removal work performed by Grantee pursuant to the easement granted by this indenture shall conform to the following rules and regulations:

- a. EXCEPT AS OTHERWISE PROVIDED HEREIN, NO WORK IS TO BE DONE ON GRANTOR'S PREMISES WITHOUT GRANTOR'S REPRESENTATIVE BEING PRESENT, THE COST OF WHICH REPRESENTATIVE SHALL BE REIMBURSED BY GRANTEE.
- b. There shall be no blasting in connection with excavation near pipeline(s) without Grantor's WRITTEN approval.
- c. All digging within 10 feet of Grantor's pipeline(s) shall be performed by hand, until pipeline(s) has/have been exposed. Afterwards, all digging within 5 feet of pipeline(s) shall be performed by hand, or as directed by Grantor's on-site representative. When excavating under the pipeline(s), it shall be properly supported (as directed by Grantor's on-site representative) during and after construction.
- d. If there are large rocks or other unsuitable material in the backfill, the pipeline(s) coating shall be protected from damage by wrapping the pipeline(s) with suitable padding or by using sand as initial fill to one foot above the pipeline(s), the decision to wrap the pipeline(s) or fill with sand shall be at the sole discretion of Grantor's on-site representative.
- e. The Facility, as approved, will be installed below Grantor's existing pipeline, and will maintain a minimum vertical separation of THREE feet.
- f. There shall be NO boring across Grantor's pipeline(s) without prior approval of

Grantor's on-site representative; NO bore pit will be permitted on Grantor's property without the prior written approval of Grantor.

- g. NO materials shall be stored or stockpiled on Grantor's property.
- h) The transmission pipeline(s) will be protected from heavy equipment crossing and large volume vehicular traffic across the full 82.5 foot width of the easement parcel by: (i) concrete pad for permanent crossing as detailed on Grantor's Drawing #TS30.104.138; and/or, (ii) earth cover and timber or steel plate for temporary crossings as detailed on Grantor's Drawing TS30-104.128, 30.104.148 or 30.104.150, or as directed by Grantor's representative, in Grantor's sole discretion. All such protection shall be at the sole cost of the Grantee.
- i. Prior to the start of construction, 48 hours notice shall be given to Grantor's Asset Protection Department at 800-730-6114 (Prompt 8)
- j. Natural drainage of the premises shall not be impaired. Upon completion of said work, Grantee shall remove from the premises all unused excavated material, including the rock and debris, and shall replace all back-filling material in a neat and workman like manner. Grantee shall leave the premises and any adjacent property used by it in connection with the construction, reconstruction, maintenance, alteration, repair, replacement or removal of said Facility, in a neat, clean and orderly condition, and restore the premises to the condition it was in prior to commencement of Grantee's activities.
- k. (INSERT SPECIAL PROVISIONS / IF ANY) THIS SPECIFICATION, INCLUDING ALL ITEMS "a." THRU " k.", IS TO BE PUT ON ALL FINAL "APPROVED FOR CONSTRUCTION" DRAWINGS.

6. Grantee shall furnish, upon completion, to Grantor, an engineering drawing accurately showing the installed location of its Facility.

7. Grantee agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be required from the Federal Government, State of Illinois, the County of Kane, and any other authorities having jurisdiction, before using said premises for the purpose herein proposed and agrees to comply with any strictly observe any and all laws, rules, statutes and regulations of any such authorities. Grantee represents to Grantor that as except as set forth in writing to Grantor, Grantee is entitled, where appropriate, under Sections 401 and 404 of the Federal Clean Water Act, to rely on existing nationwide permits for the construction of its Facility and that no specific permits for the occupation over or under any wetlands are required therefore. Grantee further agrees to use erosion control methods in order to prevent any construction material or debris from filing any wetlands area, and if any construction material or debris reaches wetlands area, the same shall be removed.

Grantee hereby covenants that the use and operation of the premises by Grantee will at all times comply with any and all applicable laws, including, without limitation, Environmental Laws, and that Grantee shall not cause or permit any Hazardous Material to be introduced to or handled on the premises. As used herein, the term "Environmental Laws" shall mean and refer to all applicable laws, ordinances, requirements and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment and the term "Hazardous Material" shall mean and refer to any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substance Control Act, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as

now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material (including, without limitation, asbestos and poly-chlorinated biphenyls and petroleum and its by-products).

8. Grantee shall at all times, and under all circumstances, indemnify, defend, protect and save harmless, Grantor, its affiliates, parent company, directors, officers, employees, successors and assigns, from and against any and all liability, damages, losses, claims, demands, actions and causes of action whatsoever (including any reasonable costs, expenses and attorneys' fees which may be incurred in connection therewith) whether or not the claim, demand or action asserted may be meritorious, and which results from or is alleged to result from, or which arises out of or in connection with, or is alleged to arise out of or in connection with, the breach of Grantee of any covenant in this Easement Agreement, or the non-compliance by Grantee of any applicable law (including, without limitation, Environmental Laws) at the premises or the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, use, removal or existence of said Facility by Grantee upon the premises, or the existence of the non-exclusive perpetual easement granted Grantee hereunder; provided, however, that in the event any such claim, damage, loss, demand, action or cause of action is asserted against Grantor, Grantor shall furnish Grantee with written notification thereof and Grantee shall conduct the defense thereof before any court, board, commission or other governmental body exercising jurisdiction therein with counsel acceptable to Grantor and at Grantee's expense. No settlement or compromise of any such claim, damage, loss, demand, action or cause of action shall be made unless agreed to by Grantor, in writing. Grantor, its successors and assigns, shall not be liable to Grantee, or Grantee's successors and assigns, for any damages or injuries to any persons or to said Facility or any other property of Grantee situated or located in, on, about or upon the property subjected to this easement, except to the extent that injuries or damages are caused by the willful misconduct or gross negligence of Grantor, its successors or assigns.

The foregoing indemnification, defense and hold harmless obligations shall survive any termination of this Easement Agreement. The acts of the respective employees, representatives, agents or contractors of Grantor or Grantee, as the case may be, shall be deemed to constitute the acts of Grantor and Grantee respectively for the purposes of this Section 8.

9. Unless otherwise agreed to in writing, Grantee will, at its own expense, carry and maintain during this Agreement the insurance coverage (with companies satisfactory to Grantor in amounts no less than what is specified below. All insurance policies or bonds required by this Agreement will be issued by insurance companies licensed to do business within the state of Illinois and any other state in which the Services are to be performed with an A.M. Best Rating of not less than "A- VII." Grantee is also responsible for ensuring that its subcontractors comply with the insurance requirements of this Section.

Grantee agrees to waive, and will require its insurers to waive in writing, all rights of subrogation against Grantor, its directors, officers, and employees because of any payment made under such insurance policies. Grantee shall not assert against Grantor, and hereby waives to the extent legally possible to do so, any claims for any losses, damages, liabilities and expenses (including attorney fees and disbursements) incurred or sustained by Grantee or another, to the extent the same are covered by the types of insurance required in this Section or, if providing more coverage, the coverage actually carried by Grantee. Grantee shall cause all policies to contain a waiver of subrogation clause. The provisions of this paragraph are intended to restrict recovery, as against Grantor, to the insurance required to be maintained and to waive fully, for the benefit of Grantor, any rights and/or claims that might give rise to a right of subrogation by any insurance carrier. In no event may any insurance carrier of Grantee seek to recover against Grantor through a subrogated claim. Grantee shall notify Grantor of any material change or cancellation of such policies with at least thirty (30) days prior written notice. "Material change" shall be defined for the purpose of this

Section as follows: (i) a change from providing insurance through an A.M. Best rated insurer to using a self-insurance program; (ii) a reduction in limits resulting in Grantee not being able to meet the insurance requirements set forth in this Section; (iii) a change in coverage types from occurrence to claims-made coverage; (iv) a change in any policy that would prohibit Grantee from designating Grantor as additional insured as required by this Section; or (v) a change in any policy that would prohibit waiver of subrogation as required by this Section; or (vi) a change to the expiration date of the policy. In the event of cancellation of any insurance required on the part of Grantee hereunder, Grantee shall obtain replacement insurance with a properly licensed insurer (as described in 9.1) as soon as possible which insurance shall be effective and in full force and effect as of or earlier than the effective time of cancellation of the cancelled insurance, to the effect that there shall be no lapse in coverage. All policies except Professional Liability and Worker's Compensation must be endorsed to name as additional insureds: Southern Company Gas, its subsidiaries, affiliated companies, their officers, directors and employees. Grantee will notify Grantor of any losses or damages arising out of work performed under this Agreement for which a claim might be made against Grantor.

On or prior to the execution of this Agreement, and on an annual basis and at any time coverage is renewed thereafter, and upon a "Material Change" or replacement of a cancelled policy, Grantee will provide Grantor with a certificate of insurance evidencing such required coverage. Unless otherwise notified in writing by Grantor, Grantee will provide a copy of such certificate to Grantor and send a copy to Southern Company Gas, Insurance Compliance, P.O. Box 12010-AR, Hemet, California 92546-8010. Grantee will not commence work until all of the insurance required herein will have been obtained and approved by Grantor. In the event that any of the liability insurance policies required under this Agreement are written on a claims made basis, Grantee warrants that any retroactive date applicable to coverage under such policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years after the expiration of this Agreement. To the extent that Grantee or its subcontractors utilize deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by Grantee or its subcontractors and will be considered as the Grantee's or its subcontractors' expenses and not part of the normal expenses associated with this Agreement. To the extent any insurance required of Grantee herein overlaps with coverage maintained by Grantor, Grantee's insurance shall be deemed primary and non-contributory. The insurance provisions of this Agreement are not intended to diminish or limit any indemnification obligations on the part of Grantee as expressly set forth in this Agreement. Additionally, the limits required below are intended as minimum limits and do not serve to cap the Grantee's liability or insurance policies requirements.

Workers' Compensation:

(A) Workers' Compensation:	Statutory
(B) Employer's Liability:	
(1) Bodily Injury by Accident, for Each Accident:	\$1,000,000
(2) Bodily Injury for Each Employee by Disease:	\$1,000,000
(3) Policy Limit for Bodily Injury by Disease:	\$1,000,000

Commercial General Liability:

Written on a per occurrence basis to include coverage for: Broad Form Property Damage; Bodily Injury; Personal Injury; Blanket Contractual Liability; Products/Completed Operations.

(A) Per Occurrence:	\$1,000,000
(B) General Aggregate:	\$2,000,000

(C) Personal & Adv Injury per Occurrence:	\$1,000,000
(D) Fire Legal Liability per Occurrence:	\$100,000
(E) Medical Expense per Person per Occurrence:	\$5,000

This policy will be primary and non-contributory.

Automotive Liability:

Such policy will include coverage for all vehicles owned, hired, non-owned and borrowed by Contractor in the performance of the Services covered by this Agreement.

Combined Single Limit:	\$1,000,000
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Excess Liability/Umbrella

(A) Per Occurrence:	\$10,000,000
(B) General Aggregate:	\$10,000,000

Environmental/Pollution Liability - Contractors Pollution Liability for this contract is acceptable

(A) Per Occurrence:	\$5,000,000
(B) General Aggregate:	\$5,000,000

- The Certificate of Insurance must include the following information:

Certificate holder Address:

Southern Company Gas
Attn: Insurance Compliance
P O Box 12010-AR
Hemet, CA 92546-8010

The initial Insurance Certificate must be sent to the above address and electronically to the following address: dgadzal@southernco.com

- Renewal Certificates of Insurance must be submitted to:

Southern Company Gas
Attn: Insurance Compliance
P O Box 12010-AR
Hemet, CA 92546-8010

10. Grantee agrees, in further consideration for granting this Easement Agreement, that Grantee will allow Grantor and its representatives, employees, agents, and contractors, the right and permission to come upon and use any portion of Grantee's adjoining property, in order that Grantor may have free unrestricted ingress and egress to Grantor's facilities, at all times. Further, Grantee agrees that Grantor's ingress and egress to Grantor's property and facilities shall in no way be restricted by Grantee's construction on, or use of the premises. Grantee further agrees that both a legal and physical means of access to said property and facilities shall be provided at all times.

11. In the event Grantee, its successors, or assigns, cease operation of its Facility the easement granted herein shall cease and terminate automatically without the necessity of any notice to or by Grantee ("Automatic Termination"). In the event of any termination or expiration of the Easement Agreement, Grantee, shall, within 30 days of request by Grantor and in a form acceptable to Grantor in its sole discretion, provide Grantor with a properly executed release of this easement. For purposes of this Easement Agreement, and without limiting any other determination of Automatic Termination, including non-use for a shorter time period, Automatic Termination shall be deemed to occur if Grantee does not use the Facility for the purposes provided herein for a period of twelve (12) consecutive months. In addition to the foregoing, if Grantee intends to cease operation of its Facility it shall notify Grantor in writing within 30 days of such cessation, and this Easement Agreement will terminate on delivery of Grantee's cessation notice.

12. In the event Grantee, its successors or assigns, fail to fulfill and discharge any of its obligations herein, or fail to comply with the terms and conditions hereof, and in the event such failure or non-compliance shall continue for a period of thirty (30) days after written notice to it of such failure or non-compliance, then and in that event, at the option of Grantor, the easement granted hereunder shall terminate and Grantee's rights hereunder shall be of no further force and effect, in addition to all other remedies available to Grantor.

13. In the event this easement is terminated for any reason whatsoever, Grantee shall, at its expense, within 90 days of such termination, remove its Facility, or if Grantee does not exercise this right, and is not requested to do so by Grantor, said Facility shall immediately become the property of Grantor without liability or obligation on its part to account to Grantee therefor.

14. In the event the premises shall be assessed for taxes at a greater amount than at which the premises would be assessed were it not for the facilities of Grantee maintained hereon, Grantee shall, upon demand, reimburse Grantor for such additional amount of taxes as Grantor shall be obligated to pay on account of such increased assessment.

15. Any electrolysis mitigating methods or equipment used in connection with Grantee's Facility shall be coordinated with methods or requirements of Grantor, and Grantee agrees to provide and install, at its sole cost and expense, such equipment as may be necessary to mitigate any electrolysis or induced AC current caused by the presence of said Facility in, under, upon, through and across the premises.

16. Notwithstanding anything to the contrary in this easement, Grantee shall not be entitled to rely on Grantor's approval of plans or directions regarding construction to excuse its compliance with the obligations contained herein. Grantee acknowledges and agrees that Grantor's approval or direction shall not constitute a waiver of any remedies, nor act to place any liability on the Grantor for Grantee's work. Grantee shall at all times be obligated to conduct its work without: (i) interfering with Grantor's property; (ii) endangering Grantor's installations; and, (iii) endangering the safety of any persons or property on or near the premises.

16. Any notice herein provided to be given shall be deemed properly given if in writing and delivered personally or mailed to Grantor in care of:

Manager Real Estate
Land Services Department
Nicor Gas Company
P.O. Box 190
Aurora, Illinois 60507

or to Grantee:
City of Aurora
Director of Public works
44 E. Downer Place
Aurora, IL 60505

or to such other persons or addresses as the parties may from time to time designate.

17. Prior to any digging on the subject property, including easement area, the Grantee shall call JULIE, (800) 892-0123, and to Grantor's Asset Protection Department at 800-730-6114 (Prompt 8) (or such notice as may be directed by Grantor) for a location of facilities on the property.

18. This indenture shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this indenture to be executed by their proper officers, thereunto duly authorized and their respective corporate seals to be hereto affixed, as of the day and year first above written.

ATTEST:

By _____
Assistant Secretary

NICOR GAS COMPANY

By _____
Vice President

GRANTEE

ATTEST:

By _____

Title: _____

By _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said County and State and residing in the County of _____ do hereby certify that _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D., 201__.

Notary Public

My Commission Expires:

STATE OF ILLINOIS

)
) SS
)

COUNTY OF DU PAGE

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, Vice President of NORTHERN ILLINOIS GAS COMPANY, (doing business as Nicor Gas Company) an Illinois corporation, and _____, Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, A.D., 20__.

Notary Public

My Commission Expires:

This Document Prepared By:
Land Services Department
Nicor Gas
P.O. Box 190
Aurora, IL 60507

CITY EASEMENT EXHIBIT FOR NICOR EASEMENT AGREEMENT

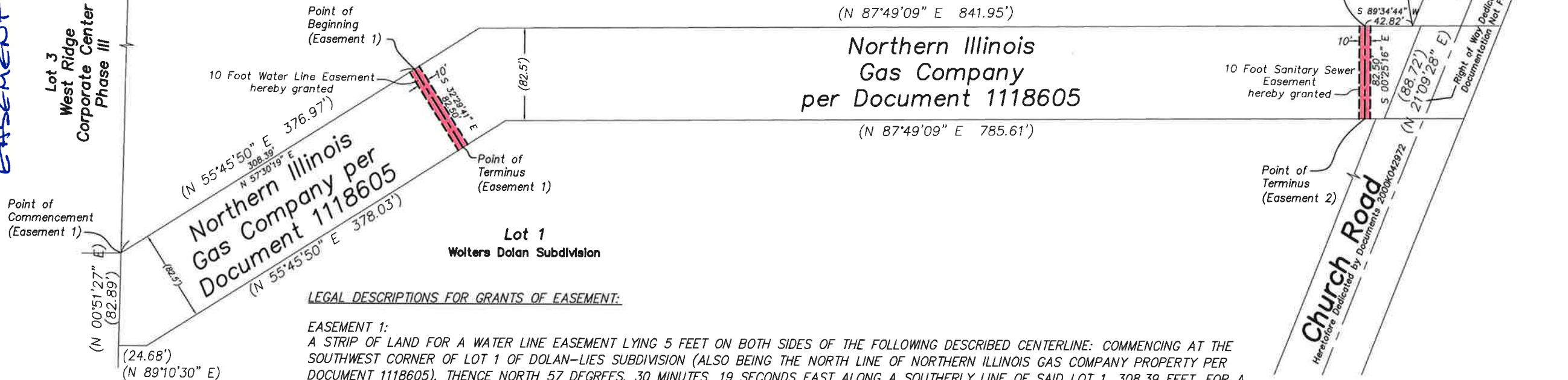
EXHIBIT "A" TO
NORTHERN ILLINOIS GAS
GRANT OF EASEMENT
EASEMENT AGREEMENT

Lot 2

Lot 3
West Ridge
Corporate Center
Phase III

Lot 1
Dolan-Lies Subdivision

Lot 1
Walters Dolan Subdivision



Northern Illinois
Gas Company per
Document 1118605

Northern Illinois
Gas Company
per Document 1118605

Church Road
Hereafter Dedicated by
Documents 2000K042972

LEGAL DESCRIPTIONS FOR GRANTS OF EASEMENT:

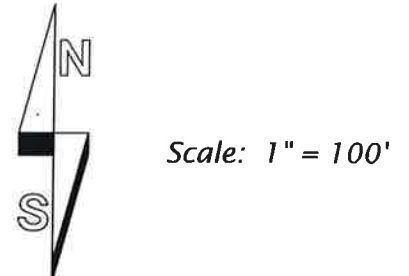
EASEMENT 1:
A STRIP OF LAND FOR A WATER LINE EASEMENT LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF DOLAN-LIES SUBDIVISION (ALSO BEING THE NORTH LINE OF NORTHERN ILLINOIS GAS COMPANY PROPERTY PER DOCUMENT 1118605), THENCE NORTH 57 DEGREES, 30 MINUTES, 19 SECONDS EAST ALONG A SOUTHERLY LINE OF SAID LOT 1, 308.39 FEET, FOR A POINT OF BEGINNING OF SAID CENTERLINE, THENCE SOUTH 32 DEGREES, 29 MINUTES, 41 SECONDS EAST, 82.50 FEET, TO A POINT ON A NORTHERLY LINE OF LOT 1 OF WALTERS DOLAN SUBDIVISION (ALSO BEING THE SOUTH LINE OF NORTHERN ILLINOIS GAS COMPANY PROPERTY PER DOCUMENT 1118605), FOR THE TERMINUS OF SAID CENTERLINE, ALL IN SECTION 2, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

AND ALSO:

EASEMENT 2:
A STRIP OF LAND FOR A SANITARY SEWER EASEMENT LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF DOLAN-LIES SUBDIVISION (ALSO BEING THE NORTH LINE OF NORTHERN ILLINOIS GAS COMPANY PROPERTY PER DOCUMENT 1118605), THENCE SOUTH 89 DEGREES, 34 MINUTES, 44 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1, 42.82 FEET, FOR A POINT OF BEGINNING OF SAID CENTERLINE, THENCE SOUTH 00 DEGREES, 25 MINUTES, 16 SECONDS EAST, 82.50 FEET, TO A POINT ON A NORTHERLY LINE OF LOT 1 OF WALTERS DOLAN SUBDIVISION (ALSO BEING THE SOUTH LINE OF NORTHERN ILLINOIS GAS COMPANY PROPERTY PER DOCUMENT 1118605), FOR THE TERMINUS OF SAID CENTERLINE, ALL IN SECTION 2, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

PREPARED ON JULY 17, 2017 BY:

ERIC C. POKORNY
I.P.L.S. NO. 2768



Michel C. Ensalaco, P.L.S. 2768, Exp. 11/30/2018
Eric C. Pokorny, P.L.S. 3818, Exp. 11/30/2018

TODD SURVEYING

Professional Land Surveying Services
"Cornerstone Surveying PC"
759 John Street, Suite D
Yorkville, IL 60560
Phone: 630-892-1309 Fax: 630-892-5544

Survey is only valid if original seal is shown in red.

Client: Fred Kohlert	
Book #: N/A	Drawn By: MF. Plat #: 2781
Reference:	
Field Work Completed: N/A	
Rev. Date	Rev. Description
07/21/17	Per Nicor Comments

Project Number:
2016-1327 EXHIBIT