

**RESOLUTION  
R 19-16**

**A RESOLUTION AUTHORIZING SIGNATURE OF  
PRESIDENT AND CLERK ON AN AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Nicor Gas Company regarding the Nicor's Grant of Easement at Hill Avenue Bridge over the East Branch of the Dupage Rive for Hill Avenue Bridge project as attached hereto and marked Exhibit "A", " B ", "C", and "D", and

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Glen Oak Industrial Park Condominium Association regarding Permenant and Temporay Easements at Hill Avenue Bridge over the East Branch of the Dupage Rive for Hill Avenue Bridge project as attached hereto and marked Exhibit "E", and

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Cuyler, G. Vincent and Barbara J. regarding Permenant and Temporay Easements at Hill Avenue Bridge over the East Branch of the Dupage Rive for Hill Avenue Bridge project as attached hereto and marked Exhibit "F", and

**WHEREAS**, the Corporate Authorities of the Village of Lombard authorize the Village Manage to sign off on the Nicor's Grant of Easement Agreement, and

**WHEREAS**, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS** as follows:

**SECTION 1:** That the Village Manager be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

**SECTION 2:** That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

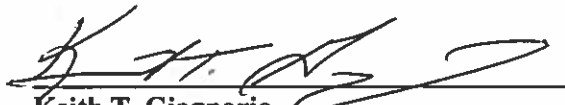
Adopted this 3<sup>rd</sup> day of March, 2016.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston and Pike


Nays: None

Absent: Trustee Ware

Approved this 3<sup>rd</sup> day of March, 2016.

  
**Keith T. Giagnorio**  
Village President

ATTEST:

  
**Sharon Kuderna**  
Village Clerk

Section 12	T39N	R10E 3rd PM
Milton Township		DuPage County
Nicor Gas - Des Plaines Lateral Parcel 5		
Section:	10-00154-00-BR	
Job Number:	R-55-001-97	
IDOT Parcel:	0004PE	
PIN 05-12-207-031-0000		

**GRANT OF EASEMENT**  
**At Hill Avenue Bridge over the**  
**East Branch of the DuPage River**

THIS INDENTURE, made and entered into this 7<sup>TH</sup> day of MARCH, 2016, by and between NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS COMPANY (hereinafter sometimes referred to as "Grantor") and VILLAGE OF LOMBARD, an Illinois municipal corporation (hereinafter sometimes referred to as "Grantee"):

**WITNESSETH:**

WHEREAS, Grantee has requested Grantor to grant unto it a non-exclusive perpetual public easement to install, construct, reconstruct, operate, maintain, alter, repair, replace and remove a highway bridge and related facilities including embankment protection and related surface and subsurface improvements (together hereinafter sometimes referred to as "Facility") in, under, upon and across certain real property owned by Grantor in DuPage County, Illinois.

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

NOW, THEREFORE, in consideration of Ten and 00/100 dollars (\$10.00) 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, a non-exclusive perpetual easement to install, construct, reconstruct, operate, maintain, alter, repair, remove and replace said Facility in, over, upon, through, along and across certain property owned by Grantor that is situated in the Northeast Quarter of Section 12, Township 39 North, Range 10 East of the 3<sup>rd</sup> Principal Meridian, Milton Township, DuPage County, Illinois, that is more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter sometimes referred to as "Easement Premises"), the approximate location and configuration of said Easement Premises being depicted on Exhibit B attached hereto and made a part hereof.

Grantee acknowledges and agrees that Grantor's property serves as a right-of-way for existing large-diameter, high-pressure natural gas transmission pipeline(s) and appurtenant natural gas transmission and distribution facilities (together hereinafter sometimes referred to as "Nicor Facilities") and, as such, the safety and integrity of the Nicor Facilities, and unobstructed access to and from the Nicor Facilities for inspection, maintenance, repair, replace, retirement and the like, is paramount. For that purpose, the

easement for said Facility herein granted by Grantor to Grantee is granted for said Facility, all within the Easement Premises, subject to the Nicor Facilities as currently located and/or as may be relocated within 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 judgment unreasonably interfere with the present or future installations or operations of Grantor upon the Easement 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 shall interfere with such proposed use of the Easement Premises by 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 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 fourteen (14) days of the receipt of such notice that it elects to relocate said Facility, at its sole cost and expense, within a period of ninety (90) days to another location on the property of Grantor that is mutually agreed upon by the parties hereto; or 2) notifying Grantor within fourteen (14) days of the receipt of such notice that it elects to pay Grantor for all additional costs to be incurred by Grantor, by reason of Grantee's use and occupancy of the Easement Premises, as shown by the itemization of cost submitted 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 ninety (90) days from the date of such notice; provided, however, that all approvals required by Grantor as provided herein shall be provided to Grantee in a reasonably timely manner. In the event Grantee shall elect to reimburse Grantor for the additional costs to be incurred by Grantor, this amount shall be paid to Grantor within sixty (60) days of request.

2. Prior to undertaking the installation of said Facility, Grantee shall provide Grantor with: a) detailed plans and specifications as to the location and as to the method or manner of installation and construction of said Facility; b) plans that show the true location and depth of the Nicor Facilities on the Easement Premises; and c) provide Grantor information that identifies the nature, weight and type of equipment that will be traversing Nicor's premises; and Grantee shall obtain Grantor's written approval and consent to such plans and specifications. Upon receipt of such plans and specifications submitted by Grantee, Grantor shall review such plans and specifications in a timely manner and notify Grantee of its approval or its objections thereto. Any proposed changes in said plans before or after installation or any additional attachments, equipment or appurtenances required for said Facility after installation shall be submitted to Grantor for its written approval and no work shall be performed until written approval has been obtained. In no event shall the written approval of Grantor be unreasonably withheld.

3. Except for routine maintenance, operation and inspection of said Facility that does not disturb the subsurface of the Easement Premises, and except in an emergency, all construction, reconstruction, installation, maintenance, repair and removal work to be performed by Grantee on the Easement 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 seventy-two (72) hours prior to the proposed commencement thereof.

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 shall be borne by Grantee.

Prior to the Grantee reimbursing the Grantor for any costs under this Section, the Grantor shall provide the Grantee with an invoice itemizing the costs subject to the reimbursement; payment shall be made to Grantor within sixty (60) days of request.

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 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 in Section 3., and unless otherwise agreed by Grantor, NO work is to be done on the Easement Premises or on Grantor's property without Grantor's representative being present, for which Grantee agrees to reimburse the reasonable cost of such Grantor's representative.
- b. There shall be NO blasting on the Easement Premises.
- c. NO manholes or junction boxes shall be installed on the Easement Premises.
- d. NO materials shall be stored or stockpiled on the Easement Premises or on Grantor's property.
- e. Grantee shall keep the vegetation situated on the Easement Premises, whether that vegetation occurs naturally or is installed by Grantee, trimmed and mowed.
- f. Grantee shall remove all dead and diseased vegetation from the Easement Premises.
- g. Grantee shall not plant or approve or encourage or allow the planting of any species of plant that is considered or classified as threatened or endangered on the Easement Premises.
- h. NO large rocks or unsuitable material will be introduced to Grantee's property for use as fill for slopes or base for ramps or allowed in the backfill; all such large rocks and unsuitable material, including such material that is excavated from Grantor's property, will be removed from the Easement Premises and from Grantor's property and properly relocated or disposed of by Grantee; the determination of what is a "large rock" or what is "unsuitable material" shall be made solely by Grantor's on-site representative.
- i. Bore-pits used in connection with the installation of the Facility shall not be installed on the Easement Premises without the express permission of Grantor's on-site representative, who shall have full authority to deny any proposal to install any such bore-pits on the Easement Premises.

- j. Unless otherwise directed by Grantor in writing, Grantee shall at all times maintain no less than two (2) feet of vertical clearance between Grantee's Facility and Grantor's existing thirty six (36) inch diameter natural gas transmission pipeline; Grantee acknowledges and agrees that Grantor may determine, in its sole discretion, that circumstances exist where Grantor may require Grantee to maintain more than two (2) feet of vertical clearance between Grantee's Facility and the Nicor Facility.
- k. Natural drainage of Grantor's premises shall not be impaired or altered in any way that will allow new or additional waters to pond or accumulate on Grantor's premises; upon completion of said work, Grantee shall remove from the Easement Premises all unused excavated material, including rock and debris, and shall replace all back-filling material in a neat and workmanlike manner; Grantee shall leave the Easement 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.
- l. Within the Easement Premises, Grantee shall not install any fencing, including fence posts, that parallel Grantor's transmission pipeline(s), closer than 10 feet from the edge of said transmission pipeline(s).
- m. Within the Easement Premises, Grantee shall not install any fence posts that are appurtenant to a fence that crosses Grantor's transmission pipelines(s), closer than 5 feet from the edge of said transmission pipeline(s).
- n. Within the Easement Premises, all fences installed by Grantee that cross Grantor's transmission pipeline(s) shall include a gate, of a size and type and at a location acceptable to Grantor, for Grantor's use as desired by Grantor in the conduct of Grantor's business.
- o. In cases where: i) Grantee must excavate on or along Grantor's property to install pipes for collecting, holding or transporting water parallel with and/or in close proximity to Nicor's transmission pipeline(s); and ii) Grantor has notified Grantee in writing of its concern that such excavation will unreasonably impact or compromise the safety, integrity and/or stability of Grantee's existing pipelines, Grantee will provide Grantor, at Grantee's sole cost and to Grantor's satisfaction, evidence that Grantee is supporting/shoring Grantee's excavation site in a manner that guarantees the safety, integrity and stability of said transmission pipeline(s).
- p. In cases where Grantee must excavate on or along Grantor's property to install footings for sound and/or retaining walls parallel with and/or in close proximity to Nicor's transmission pipeline(s) and Grantor has notified Grantee in writing of its concern that such excavation will unreasonably impact the safety, integrity and/or stability of Grantee's existing pipelines, Grantee will provide Grantor, at Grantee's sole cost and to Grantor's satisfaction, evidence that Grantee is supporting/shoring Grantee's excavation site in a manner that guarantees the safety, integrity and stability of said transmission pipeline(s). In order to guarantee that any future excavation by Grantor adjacent to and/or in close proximity to the footings for said sound and/or retaining walls will not jeopardize the safety and integrity of said sound and/or retaining walls, Grantor will produce evidence that it has designed and installed said sound and/or retaining walls and the footings for said sound and/or retaining walls in such a manner as to allow Grantor to excavate its property and pipelines in a manner and way that will not require Grantor to support or shore said sound and retaining walls. Furthermore, should it become necessary for Grantor while performing inspection, maintenance, replacement, repair or removal of the Nicor Facilities to support or shore said sound and/or retaining walls, Grantee agrees that Grantee will fully and completely reimburse Grantor for any and all costs that Grantor may incur in providing support and/or shoring for said sound and/or retaining walls.

- q. Should Grantor incur any additional costs to excavate and/or otherwise expose Grantor's transmission pipeline(s) on the Easement Premises due to additional cover deposited and/or installed on the Easement Premises by Grantee, then Grantee agrees that Grantee will fully and completely reimburse Grantor for all such additional costs.
- r. Grantee shall contact Grantor's Asset Protection Agent by phoning Grantor at 1-888-642-6748, at least 72 hours in advance of Grantor's estimated start of construction on Grantor's property in order to discuss construction procedures and to arrange for on-site inspection services by Grantor's representative.
- s. The transmission pipeline(s) will be protected from heavy equipment crossing and large volume vehicular traffic across the full 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 Drawings TS30-104.128, TS30.104.148 or TS30.104.150, or as directed by Grantor's on-site representative, all in Grantor's sole discretion. All such protection shall be at the sole cost of the Grantee. The specifications for such permanent and temporary crossings are marked as Exhibit C attached hereto and made a part hereof.
- t. No footings or foundations for lighting, signage or other structural elements shall be installed on the Easement Premises without the specific written approval of Grantor.
- u. NO other utilities are permitted to install facilities or improvements within the Easement Premises without the express written approval of Grantor. It must be expressly understood that this easement does not create or in any way establish a public utility easement.

This specification, including all items "a." thru "u.", is to be put on all final approved for construction" drawings.

6. Grantee shall furnish, upon completion, to Grantor, an engineering drawing in a form acceptable to Grantor that accurately shows the installed location of Grantee's 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 DuPage, 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 filling 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, defend, indemnify, protect and save harmless, Grantor, its successors and assigns, from and against any and all 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 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 Easement Premises or the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, use, removal or existence of said Facility by Grantee upon the Easement Premises, or the existence of the non-exclusive perpetual public 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. Nothing contained herein shall be deemed to constitute an indemnification against the Grantor's own negligence. 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 negligent acts or sole negligence of Grantor, its successors or assigns.

The foregoing indemnifications, defenses 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 these Sections 7 and 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: AGL Resources Inc., 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 AGL Resources Inc., 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

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:

**AGL Resources Inc**  
**Attn: Insurance Compliance**  
**P O Box 12010-AR**  
**Hemet, CA 92546-8010**

- The initial Insurance Certificate must be sent electronically to the following address:

[dgadzal@aglresources.com](mailto:dgadzal@aglresources.com)

- Renewal Certificates of Insurance must be submitted to:

**AGL Resources Inc**  
**Attn: Insurance Compliance**  
**P O Box 12010-AR**  
**Hemet, CA 92546-8010**

10. In the event Grantee, its successors, or assigns, deem it necessary to cease operation of its Facility or cease to use said Facility for a period of twelve (12) consecutive months, this easement shall terminate. Grantee, its successors or assigns, shall notify Grantor in writing within thirty (30) days of such termination and provide Grantor with a properly executed release of this easement. But the easement granted herein shall cease and terminate without the necessity of any notice to Grantee, by Grantor, in the event of non-use by Grantee.

11. 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. Except in an emergency the Grantor shall provide the Grantee with at least thirty (30) days advance notice of any activities performed by the Grantor on the Easement Premises that will obstruct vehicular traffic on Hill Avenue. Such advance notice will be in writing by letter or email or by such agreed means as may be normal and customary at the time.

12. In the event Grantee, its successors or assigns, shall fail to fulfill and discharge any of its obligations herein, or shall 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 of such failure or non-compliance for a period of thirty (30) days after written notice to it of such failure or non-compliance is given to Grantee, 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.

13. 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.

14. 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, Land Management  
Land Services Department  
Nicor Gas Company  
1844 Ferry Road  
Naperville, Illinois 60563-9600

or to Grantee in care of:

Village Manager  
Village of Lombard  
Attention: Scott Niehaus  
255 E. Wilson Ave  
Lombard, Illinois 60148-3969  
Phone: 630-620-5705  
Email: [publicworks@villageoflombard.org](mailto:publicworks@villageoflombard.org)

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

15. Prior to any digging on the subject property, including the Easement Premises, the Grantee shall call J.U.L.I.E. at 811 or 1-800-892-0123, for a location of facilities on the property.

16. Grantee hereby agrees, within thirty (30) days of request therefor, to reimburse Grantor for any and all local, state or federal taxes that may be assessed against Grantor or the Easement Premises by reason of improvements made to or placed upon the Easement Premises by Grantee

17. Grantee hereby agrees it will not knowingly suffer or permit any mechanic's liens or other lien to attach to the Easement Premises by reason of any improvements or alterations to the Easement Premises or work done thereon by or upon the order of Grantee and will save Grantor harmless from any such lien or claim therefor and from any and all costs or expenses (including without limitation, attorney's fees) incurred in connection with any such lien or claim.

[SIGNATURES ON NEXT PAGE]

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

This easement agreement may be executed on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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.

NICOR GAS COMPANY

\* James Griffin  
Signature  
James Griffin  
Print Name  
VP Operations  
Title

ATTEST:

Neil Maloney  
Signature  
Neil Maloney  
Print Name  
Assistant Secretary  
Title



GRANTEE

Scott Niehaus  
Signature  
SCOTT NIEHAUS  
Print Name  
VILLAGE MANAGER  
Title

ATTEST:

Jamie Cunningham  
Signature  
Jamie Cunningham  
Print Name  
Assistant Finance Director  
Title

This Document Prepared By:

Nicor Gas Company  
Land Services Department  
1844 Ferry Road  
Naperville, Illinois 60563

Property Address:

Nicor Gas owned land situated at the intersection of Hill Ave and the East Branch of the DuPage River, in DuPage County, Illinois

STATE OF ILLINOIS )  
COUNTY OF DuPage ) SS

I, Diane M. Miller, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Scott Niehaus, Village Manager of Village of Lombard, Illinois and Jaimie Cunningham Asst Finance Director of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Scott Niehaus and Jaimie Cunningham, 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 Village for the uses and purposes therein set forth; and said Village Manager did also then and there acknowledge that he, as custodian of the seal of said Village, did affix said seal of said Village to said instrument as his own free and voluntary act, and as the free and voluntary act of said Village for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25<sup>th</sup> day of February, A.D., 2016.

My Commission Expires:

1/13/2019

Diane M. Miller  
Notary Public

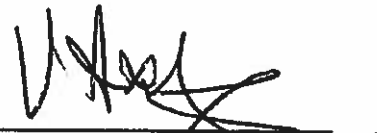


STATE OF ILLINOIS )  
COUNTY OF DuPage ) SS

I, Victor X. Mednansky, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James Griffin, Vice President of NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS COMPANY, and Neil Maloney, 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 7<sup>TH</sup> day of MARCH, A.D., 2016.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION**

**EXHIBIT A  
LEGAL DESCRIPTION**

Route: Hill Avenue over the East  
Branch of the DuPage River  
Section: 10-00154-00-BR  
County: DuPage  
Job No.: R-55-001-97  
Station 105+65.73 to 106+37.72  
Index No.: 05-12-207-031

That part of Lot 11 in the Assessment Division of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian as shown on plat recorded June 6, 1879, as document number 26582 in DuPage County, Illinois, bearings based on the Illinois State Plane Coordinate System, East Zone NAD83 (2007 Adjustment) described as follows:

Commencing at the point of intersection of the easterly line of said Lot 11 with the southerly right line of the Chicago and Northwestern Railroad; thence South 23 degrees 57 minutes 59 seconds West, 5.80 feet along the easterly line of said Lot 11 to the point of beginning; thence South 23 degrees 57 minutes 59 seconds West, 22.47 feet along said easterly to the northerly line of Hill Avenue; thence South 66 degrees 48 minutes 18 seconds West, 56.77 feet along said northerly right of way line to the easterly line of Lot 2 in Villa Park Kitchens Subdivision as recorded August 11, 1972 as Document Number R72-47323; thence North 5 degrees 51 minutes 22 seconds East, 16.23 feet along said easterly line of Lot 2; thence North 65 degrees 51 minutes 16 seconds East, 65.37 feet to the point of beginning.

Said easement containing 0.021 acres, more or less.

ALSO,

That part of Lot 11 in the Assessment Division of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian as shown on plat recorded June 6, 1879, as document number 26582 in DuPage County, Illinois, bearings based on the Illinois State Plane Coordinate System, East Zone NAD83 (2007 Adjustment) described as follows:

Commencing at the point of intersection of the easterly line of said Lot 11 with the southerly right line of the Chicago and Northwestern Railroad; thence South 23 degrees 57 minutes 59 seconds West, 28.27 feet along the easterly line of said Lot 11 to the point of beginning in the northerly line of Hill Avenue (as occupied); thence South 66 degrees 48 minutes 18 seconds West, 56.77 feet along said northerly right of way line to the easterly line of Lot 2 in Villa Park Kitchens Subdivision as recorded August 11, 1972 as Document Number R72-47323; thence South 5 degrees 51 minutes 22 seconds West, 35.96 feet along said easterly line of Lot 2 to the surveyed centerline of proposed construction for Hill Ave as shown on Plat of Highways for Hill Avenue, Job Number R-55-001-97 Section 10-00154-00-BR Station 103+63.04 to Station 106+37.72 prepared by Millennia Professional Services, 2600 Warrenville Road, Downers Grove, Illinois; thence northeasterly in a straight line along said surveyed centerline of proposed construction for Hill Ave, 38 feet, more or less, to said easterly line of Lot 11; thence North 23 degrees 57 minutes 59 seconds East along said easterly line of Lot 11, 45.83 feet to the point of beginning.

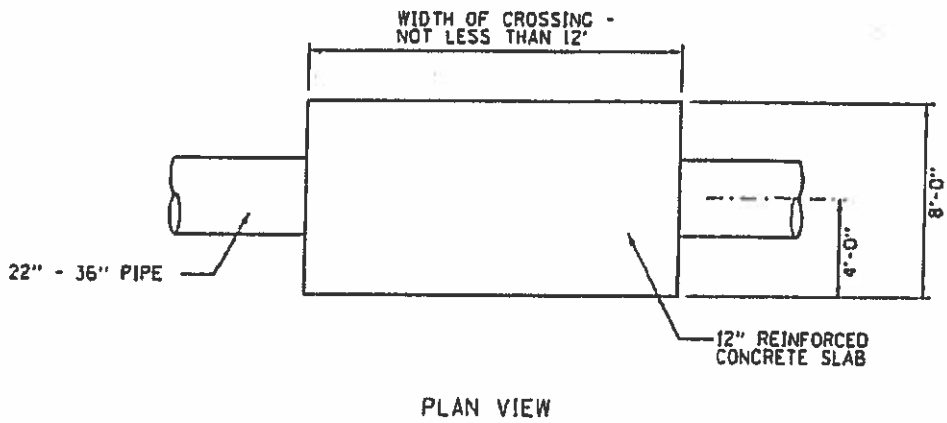
Said easement containing 0.035 acres, more or less.



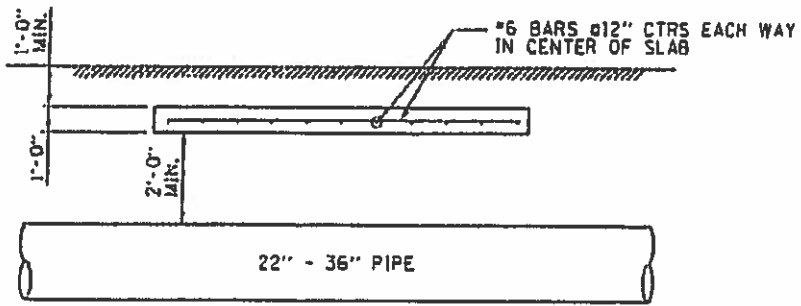
**EXHIBIT B**  
**PARCEL PLAT**



**EXHIBIT C**  
**PERMANENT AND/OR TEMPORARY PAD SPECIFICATION**



PLAN VIEW





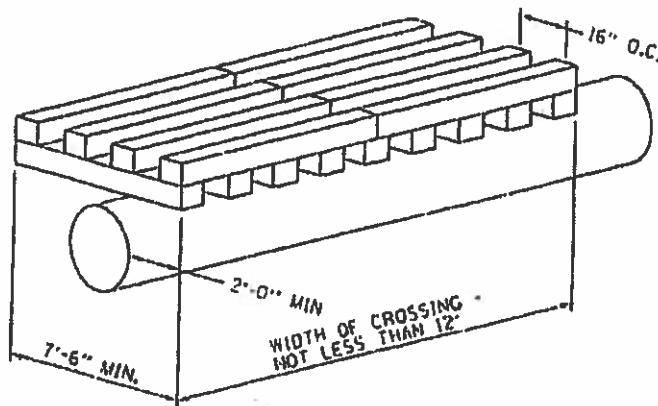
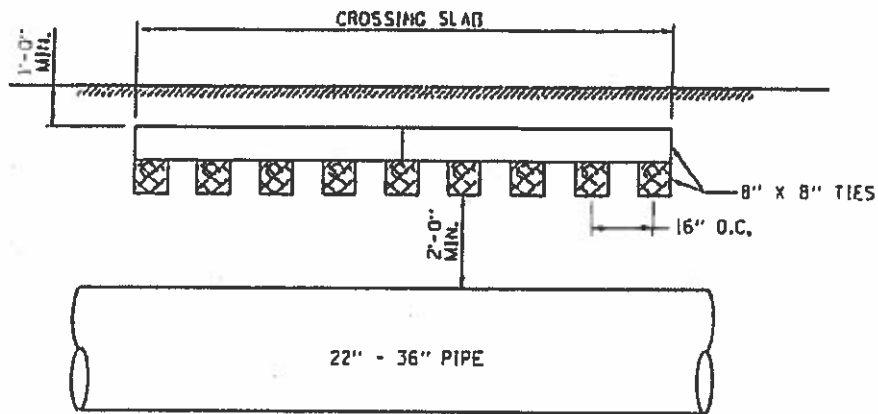
LONGITUDINAL SECTION

**NOTES:**

1. CONCRETE SHALL BE 3500 PSI, CLASS PV CONCRETE.
2. PROVIDE TEMPORARY FENCE TO DEFINE CROSSING.
3. MAINTAIN TEMPORARY FENCE DURING CONSTRUCTION.
4. EXCAVATION EQUIPMENT CAN NOT BE OPERATED WHILE SITTING ON PROTECTIVE STRUCTURE.
5. MAX LOADING: WHEEL LOAD: 20,000 LBS., TRACK LOAD: 60,000 LBS.

DRAWING 30.104.13B

		<div style="border: 1px solid black; display: inline-block; padding: 2px;">6-18-2015</div> <p>ALTERNATE CONCRETE SLAB CROSSING FOR HEAVY EQUIPMENT CROSSING NICOR PIPELINES <b>EXHIBIT C</b> <span style="float: right;">1/4</span></p>
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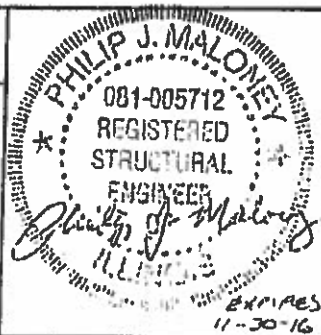


**NOTES:**

1. LAY TIES IN TWO LAYERS. SET LOWER TIES AND BACKFILL TO TOP OF TIES, SET SECOND LAYER AND BACKFILL TO GRADE.
2. PROVIDE TEMPORARY FENCE TO DEFINE CROSSING.
3. MAINTAIN TEMPORARY FENCE DURING CONSTRUCTION.
4. EXCAVATION EQUIPMENT CAN NOT BE OPERATED WHILE SITTING ON PROTECTIVE STRUCTURE.
5. MAX LOADING: WHEEL LOAD: 20,000 LBS., TRACK LOAD: 60,000 LBS.

DRAWING 30.104.12B

**bv3**

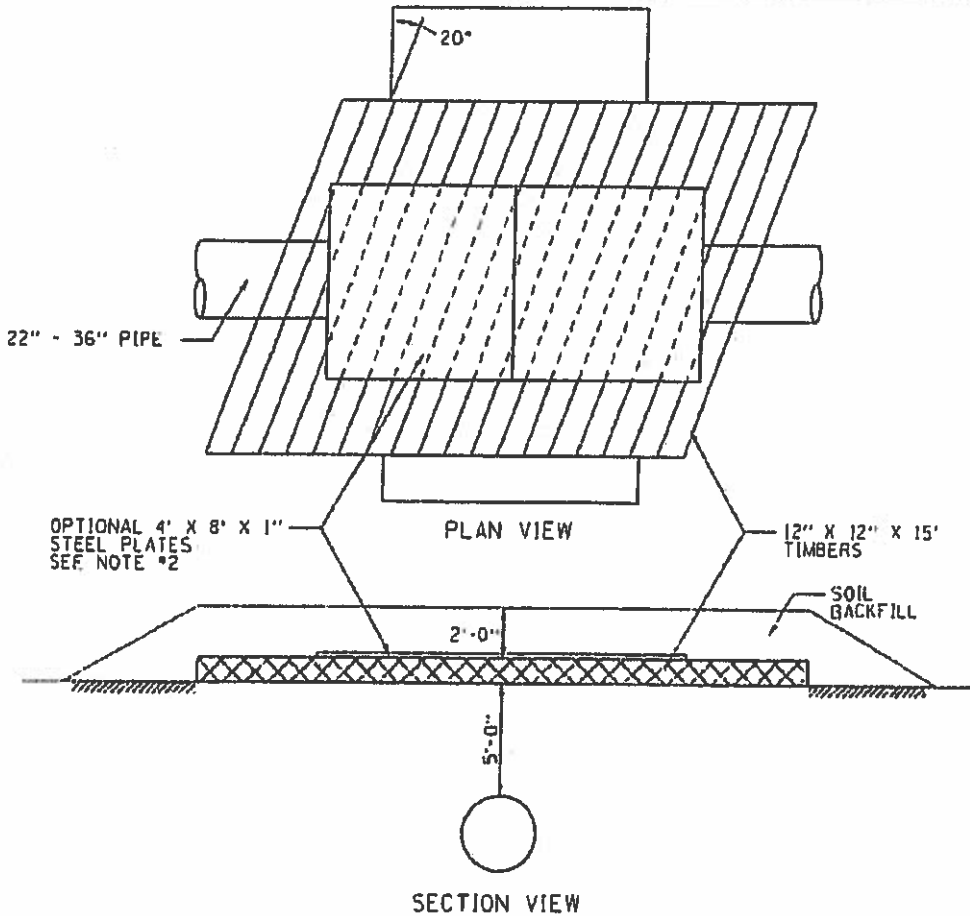


6-18-2015

DETAIL OF TIE SLAB FOR  
HEAVY EQUIPMENT CROSSING  
NICOR PIPELINES

**EXHIBIT C**

2/4

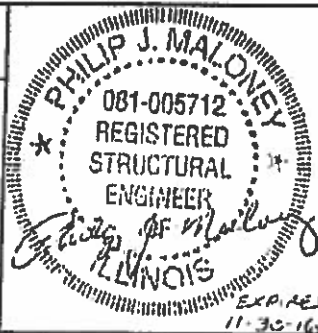


**NOTES:**

1. 12" X 12" X 15' TIMBERS LAID SIDE BY SIDE ON GRADE - 20° OFF PERPENDICULAR TO PIPE CENTERLINE WITH 2' OF COVER OVER TIMBER.
2. IF POOR SOIL CONDITIONS EXIST, FIELD REPRESENTATIVE MAY REQUIRE STEEL PLATES CENTERED ON TOP OF TIMBERS (AS SHOWN ABOVE).
3. STEEL PLATES SHALL BE 4' X 8' X 1". GRADE OF STEEL SHALL BE ASTM A-36.
4. PROVIDE TEMPORARY FENCE TO DEFINE CROSSING.
5. MAINTAIN TEMPORARY FENCE DURING CONSTRUCTION.
6. EXCAVATION EQUIPMENT CAN NOT BE OPERATED WHILE SITTING ON PROTECTIVE STRUCTURE.
7. MAX LOADING: WHEEL LOAD: 20,000 LBS., TRACK LOAD: 60,000 LBS.

DRAWING 30.104.148

**bv3**

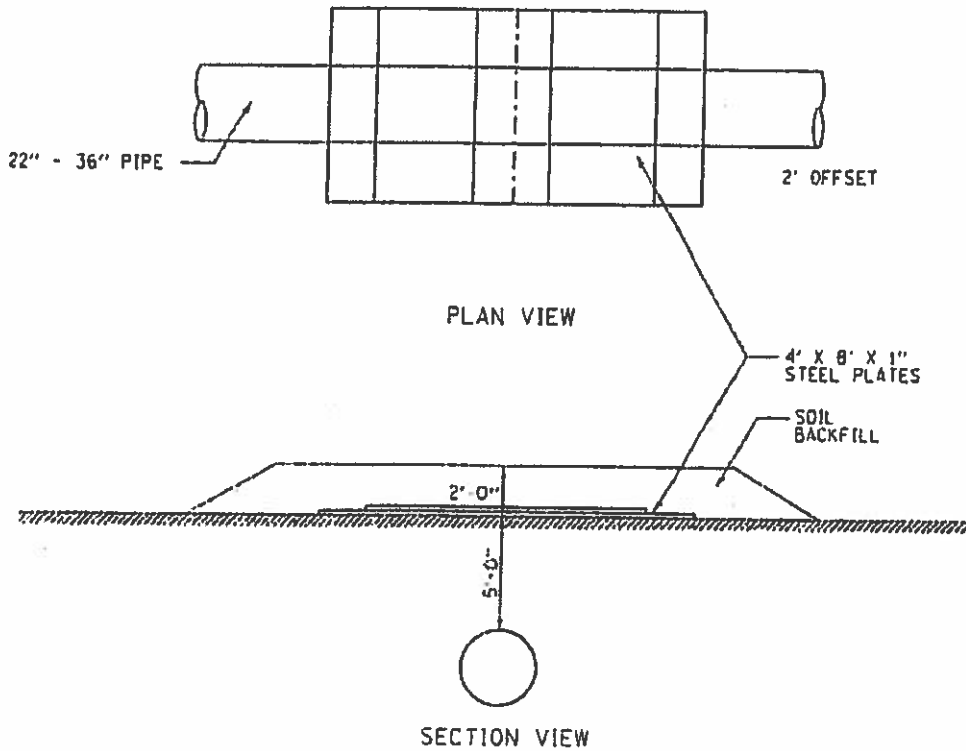


6-18-2015

ALTERNATE CROSSING FOR  
HEAVY EQUIPMENT CROSSING  
NICOR PIPELINES

**EXHIBIT C**

3/4

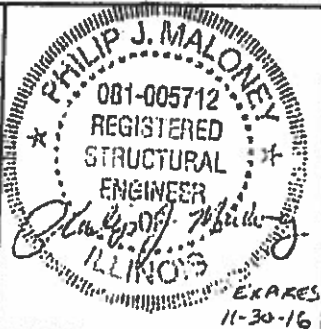


**NOTES:**

1. STEEL PLATES SHALL BE 4' X 8' X 1". GRADE OF STEEL SHALL BE ASTM A-36.
2. PLACE STEEL SHEETS IN TWO LAYERS AS SHOWN ABOVE. ALIGNMENT OF THE UPPER LAYERS SHALL BE PERPENDICULAR TO THE LOWER LAYER WITH 2' OF COVER OVER STEEL PLATES.
3. PROVIDE TEMPORARY FENCE TO DEFINE CROSSING.
4. MAINTAIN TEMPORARY FENCE DURING CONSTRUCTION.
5. EXCAVATION EQUIPMENT CAN NOT BE OPERATED WHILE SITTING ON PROTECTIVE STRUCTURE.
6. MAX LOADING: WHEEL LOAD: 20,000 LBS., TRACK LOAD: 60,000 LBS.

DRAWING 30.104.15D

**bV3**



6-18-2015

ALTERNATE CROSSING FOR  
HEAVY EQUIPMENT CROSSING  
NICOR PIPELINES 4/4  
**EXHIBIT C**

Village of Lombard

Disclosure of Owner(s) and/or Beneficial Interest(s) Affidavit (Publicly Traded Corporation)

Owner Northern Illinois Gas Company dba Nicor Gas Company
Route Hill Ave
Section over DuPage River
County DuPage
Project No. BRM9003(696)
Job No. R-55-001-97
Parcel No. 0004 PE
P.I.N. No. 05-12-207-031

State of ILLINOIS )
County of DUPAGE ) ss

JAMES GRIFFIN, Affiant, being first duly sworn on oath, states that affiant is an officer of Northern Illinois Gas Company doing business as Nicor Gas Company, which owns the property or is otherwise interested in the property described in Exhibit A attached hereto, is a subsidiary of Ottawa Acquisition LLC which in turn is a subsidiary of AGL Resources Inc.; that Affiant has knowledge of the facts herein; and that the stock of said AGL Resources Inc. is publicly traded and there is no readily known individual having greater than 7 1/2% interest in the total distributable income of AGL Resources Inc.

Further affiant sayeth not.

By: [Signature] Signature

James Griffin VP Operations
Print Name and Title

This instrument was acknowledged before me on MARCH 7, 2016 by JAMES GRIFFIN.

(SEAL)

[Signature]
Notary Public



VILLAGE ORIGINAL



Route: Hill Avenue over the East  
Branch of the DuPage River  
Section: 10-00154-00-BR  
County: DuPage  
Job No.: R-55-001-97  
Parcel: 0004PE  
Station: 105+65.73 to 106+37.72  
Index No.: 05-12-207-031

That part of Lot 11 in the Assessment Division of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian as shown on plat recorded June 6, 1879, as document number 26582 in DuPage County, Illinois, bearings based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2007 Adjustment) described as follows:

Commencing at the point of intersection of the easterly line of said Lot 11 with the southerly right of way line of the Chicago and Northwestern Railroad; thence South 23 degrees 57 minutes 59 seconds West, 5.80 feet along the easterly line of said Lot 11 to the point of beginning; thence South 23 degrees 57 minutes 59 seconds West, 22.47 feet along said easterly line to the northerly right of way line of Hill Avenue; thence South 66 degrees 48 minutes 18 seconds West, 56.77 feet along said northerly right of way line to the easterly line of Lot 2 in Villa Park Kitchens Subdivision as recorded August 11, 1972 as Document Number R72-47323; thence North 5 degrees 51 minutes 22 seconds East, 16.23 feet along said easterly; thence North 65 degrees 51 minutes 16 seconds East, 65.37 to the point of beginning.

Said easement containing 0.021 acres, more or less.

May 13, 2015

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Owner: Glen Oak Industrial Park  
Condominium Association  
Route: Hill Ave  
Section: over DuPage River  
County: DuPage  
Project No.: BRM9003(696)  
Job No.: R-55-001-97  
Parcel No.: 0001 PE & TE (A+B)  
P.I.N. No.: 05-12-208-001 and 05-12-  
405-004 through 017

**TEMPORARY CONSTRUCTION EASEMENT**  
**(Not-for-Profit Corporation)**

Glen Oak Industrial Park Condominium Association, a organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Nine Hundred Fifty Dollars (\$950.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said Not-for-Profit Corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to Village of Lombard, (Grantee), a temporary construction easement for the purpose of roadway construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

Address: South side of Hill Avenue, West of the East Branch of the DuPage River

situated in the County of DuPage, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate Three years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 2<sup>nd</sup> day of DECEMBER, 2015.

Glen Oak Industrial Park Condominium Association

By: [Signature]  
Signature

R.J. ELLIOT - PRESIDENT  
Print Name and Title

ATTEST:

By: [Signature]  
Signature

Marian E. Elliot Secretary  
Print Name and Title

State of Illinois )  
County of DuPage ) ss

This instrument was acknowledged before me on December 2<sup>nd</sup>, 2015, by  
Robert J Elliot, as President  
and Marian E. Elliot, as Secretary  
of Glen Oak Industrial Park Condominium Association.

(SEAL)



[Signature]  
Notary Public

My Commission Expires: 07/05/19

This instrument was prepared by: J. Steve Santacruz, Santacruz Land Acquisitions, 2650 Valor Drive, Glenview, IL 60026

and after recording, mail this instrument to:

Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60148-3931

Route: Hill Avenue over the East  
Branch of the DuPage River  
Section: 10-00154-00-BR  
County: DuPage  
Job No.: R-55-001-97  
Parcel: 0001TE-A  
Station: 103+68.46 to 104+14.66  
Index No.: 05-12-208-001  
05-12-208-004  
through  
05-12-208-017

A part of the following tract of land:

All those portions of the common elements as set forth and created by the Declaration of Condominium Ownership (and delineated on a survey attached thereto) recorded February 15, 2012 as Document R2012-020891 and the First Amendment to Declaration of Condominium Ownership recorded December 31, 2012 as Document R2012-185769 (except the units delineated and described in said Declaration and Amendment) located within the following described parcel:

That part of Lots 8, 9, 11, and 12 (taken as a tract), in the Assessment Division of Section 12, Township 39 North, Range 10 East, of the Third Principal Meridian, described as follows:

Commencing at a point where the north right-of-way line of the Chicago, Aurora and Elgin Railroad intersects the center line of Hill Avenue (as now platted and recorded); thence North 49 degrees 33 minutes East (measured North 48 degrees 37 minutes 41 seconds East), along said center line of Hill Avenue, 627.70 feet for a place of beginning of said Condominium Tract; thence continuing Northeasterly, along said centerline of Hill Avenue, to the centerline of the East Branch of the DuPage River (being the easterly line of Lot 11, aforesaid); thence Southerly, along the center line of said River (being also the easterly lines of lots 8 and 11, aforesaid), to the north line of the Chicago, Aurora and Elgin Railroad; thence Westerly, along the North line of said railroad, to a point that is 546.62 feet East of the intersection of said north line with the centerline of Hill Avenue; thence North 08 degrees 12 minutes 56 seconds West along the east line and the east line extended Southerly of a 60 by 30 foot Cell Tower Lease Site, 40.00 feet to the northeasterly corner of said Lease Site; thence South 81 degrees 47 minutes 04 seconds West, 19.50 feet; thence North 08 degrees 12 minutes 56 seconds West, 53.65 feet; thence North 28 degrees 49 minutes 17 seconds East, 62.65 feet; thence North 09 degrees 34 minutes 15 seconds West, 145.73 feet; thence North 41 degrees 22 minutes 19 seconds West, 64.44 feet to the point of beginning,

(Except that part thereof conveyed to Northern Illinois Gas Company by quit claim deed recorded July 20, 1964, as Document R64-25774, described as follows: a strip of land in the Assessment Division of Section 12, Township 39 North, Range 10 East of the

December 29, 2015

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or-way line of said Chicago, Aurora and Elgin Railway; thence North 81 degrees 39 minutes 23 seconds East, along said northerly right-of-way line, a distance of 35.07 feet to the point of beginning), in DuPage County, Illinois, aforesaid part of land is described as follows:

Commencing at the northwest corner of Unit 1 in the aforesaid Declaration of Condominium Ownership as depicted on the survey attached thereto and titled "Condominium Area Plat of Survey, Glen Oak Industrial Park Condominiums"; thence South 9 degrees 34 minutes 23 seconds East, 8.60 feet along the west line of said Unit 1 to the westerly line of the Common Area, thence North 41 degrees 22 minutes 27 seconds West, 31.44 feet along the westerly line of said Common Area to the southerly line of Hill Avenue as reserved in said Declaration of Condominium Ownership; thence North 48 degrees 37 minutes 33 seconds East, 74.01 feet along said southerly line; thence North 48 degrees 27 minutes 33 seconds East, 133.71 feet along said southerly line; thence North 53 degrees 27 minutes 33 seconds East, 245.55 feet along said southerly line to the point of beginning; thence North 53 degrees 27 minutes 33 seconds East, 43.69 feet along said southerly line; thence South 36 degrees 43 minutes 59 seconds East, 14.14 feet; thence South 53 degrees 19 minutes 30 seconds West, 43.69 feet; thence North 36 degrees 43 minutes 59 seconds West, 14.25 feet to the point of beginning.

Said easement containing 0.014 acres, more or less.

December 29, 2015

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Route: Hill Avenue over the East  
Branch of the DuPage River  
Section: 10-00154-00-BR  
County: DuPage  
Job No.: R-55-001-97  
Parcel: 0001TE-B  
Station: 104+69.53 to 105+13.69  
Index No.: 05-12-208-001  
05-12-208-004  
through  
05-12-208-017

A part of the following tract of land:

All those portions of the common elements as set forth and created by the Declaration of Condominium Ownership (and delineated on a survey attached thereto) recorded February 15, 2012 as Document R2012-020891 and the First Amendment to Declaration of Condominium Ownership recorded December 31, 2012 as Document R2012-185769 (except the units delineated and described in said Declaration and Amendment) located within the following described parcel:

That part of Lots 8, 9, 11, and 12 (taken as a tract), in the Assessment Division of Section 12, Township 39 North, Range 10 East, of the Third Principal Meridian, described as follows:

Commencing at a point where the north right-of-way line of the Chicago, Aurora and Elgin Railroad intersects the center line of Hill Avenue (as now platted and recorded); thence North 49 degrees 33 minutes East (measured North 48 degrees 37 minutes 41 seconds East), along said center line of Hill Avenue, 627.70 feet for a place of beginning of said Condominium Tract; thence continuing Northeasterly, along said centerline of Hill Avenue, to the centerline of the East Branch of the DuPage River (being the easterly line of Lot 11, aforesaid); thence Southerly, along the center line of said River (being also the easterly lines of lots 8 and 11, aforesaid); to the north line of the Chicago, Aurora and Elgin Railroad; thence Westerly, along the North line of said railroad, to a point that is 546.62 feet East of the intersection of said north line with the centerline of Hill Avenue; thence North 08 degrees 12 minutes 56 seconds West along the east line and the east line extended Southerly of a 60 by 30 foot Cell Tower Lease Site, 40.00 feet to the northeasterly corner of said Lease Site; thence South 81 degrees 47 minutes 04 seconds West, 19.50 feet; thence North 08 degrees 12 minutes 56 seconds West, 53.65 feet; thence North 28 degrees 49 minutes 17 seconds East, 62.65 feet; thence North 09 degrees 34 minutes 15 seconds West, 145.73 feet; thence North 41 degrees 22 minutes 19 seconds West, 64.44 feet to the point of beginning.

(Except that part thereof conveyed to Northern Illinois Gas Company by quit claim deed recorded July 20, 1964, as Document R64-25774, described as follows: a strip of land in the Assessment Division of Section 12, Township 39 North, Range 10 East of the  
December 29, 2015

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Third Principal Meridian, as shown on plat recorded June 6, 1879, as Document 26582, said strip of land being bounded on the north by the southerly right-of-way line of the Chicago and North Western Railroad and bounded on the south by the northerly right-of-way of line of the Chicago, Aurora and Elgin Railway (now abandoned) described as follows:

Beginning at a point in the northerly right-of-way line of said Chicago, Aurora and Elgin Railway, which point is 743.73 feet West of (measured at right angles to) the east line of the Southeast Quarter of said Section 12; thence North 39 degrees 31 minutes 48 seconds West, along a fence and said fence extended Southeasterly, a distance of 157.86 feet; thence North 12 degrees 16 minutes 48 seconds West, along a fence, a distance of 453.41 feet to fence corner; thence North 06 degrees 22 minutes 45 seconds West, a distance of 124.65 feet to the southerly right-of-way of said Chicago and North Western Railroad; thence South 81 degrees 01 minutes 55 seconds West, along the southerly right of way line said Railroad, a distance of 42.89 feet; thence South 12 degrees 16 minutes 48 seconds East, a distance of 587.15 feet; thence South 39 degrees 31 minutes 48 seconds East, a distance of 146.97 feet to the northerly right-of-way line of said Chicago, Aurora and Elgin Railway; thence North 81 degrees 39 minutes 23 seconds East, along said northerly right-of-way line, a distance of 35.07 feet to the point of beginning), in DuPage County, Illinois, aforesaid part of land is described as follows:

Commencing at the northwest corner of Unit 1 in the aforesaid Declaration of Condominium Ownership as depicted on the survey attached thereto and titled "Condominium Area Plat of Survey, Glen Oak Industrial Park Condominiums"; thence South 9 degrees 34 minutes 23 seconds East, 8.60 feet along the west line of said Unit 1 to the westerly line of the Common Area, thence North 41 degrees 22 minutes 27 seconds West, 31.44 feet along the westerly line of said Common Area to the southerly line of Hill Avenue as reserved in said Declaration of Condominium Ownership; thence North 48 degrees 37 minutes 33 seconds East, 74.01 feet along said southerly line; thence North 48 degrees 27 minutes 33 seconds East, 133.71 feet along said southerly line; thence North 53 degrees 27 minutes 33 seconds East, 294.69 feet along said southerly line; thence North 64 degrees 45 minutes 33 seconds East, 50.01 feet along said southerly line to the point of beginning; thence North 64 degrees 45 minutes 33 seconds East, 42.92 feet along said southerly line; thence South 25 degrees 25 minutes 59 seconds East, 3.02 feet; thence South 64 degrees 24 minutes 14 seconds West, 42.92 feet; thence North 25 degrees 25 minutes 59 seconds West, 3.28 feet to the point of beginning.

Said easement containing 0.003 acres (135 square feet), more or less.

December 29, 2015

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Owner: Glen Oak Industrial Park  
Condominium Association  
Route: Hill Ave  
Section: over DuPage River  
County: DuPage  
Project No.: BRM9003(696)  
Job No.: R-55-001-97  
Parcel No.: 0001 PE & TE (A+B)  
P.I.N. No.: 05-12-208-001 and 05-12-  
405-004 through 017

**PERMANENT EASEMENT**  
**(Not-for-Profit Corporation)**

Glen Oak Industrial Park Condominium Association, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Six Thousand Five Hundred Fifty Dollars (\$6,550.00), receipt of which is hereby acknowledged and pursuant to the authority given by the Board of Directors of said Not-for-Profit Corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to Village of Lombard, (Grantee), a permanent easement for the purpose of roadway purposes and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

Address: South side of Hill Avenue, West of the East Branch of the DuPage River

situated in the County of DuPage, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.



Dated this 2<sup>nd</sup> day of DECEMBER, 2015.

Glen Oak Industrial Park Condominium Association

By: [Signature]  
Signature

RJ Elliot PRESIDENT  
Print Name and Title

ATTEST:

By: Marion E. Elliot  
Signature

Marion E. Elliot, Secretary  
Print Name and Title

State of Illinois )  
County of DePue ) ss

This instrument was acknowledged before me on December 2<sup>nd</sup>, 2015, by  
Robert Elliot, as President  
and Marion E. Elliot, as Secretary  
of Glen Oak Industrial Park Condominium Association.

(SEAL)



[Signature]  
Notary Public

My Commission Expires: 07/05/19

This instrument was prepared by: J. Steve Santacruz, Santacruz Land Acquisitions, 2650 Valor Drive, Glenview, IL 60026

and after recording, mail this instrument to:

Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60148-3931

Route: Hill Avenue over the East  
Branch of the DuPage River  
Section: 10-00154-00-BR  
County: DuPage  
Job No.: R-55-001-97  
Parcel: 0001PE  
Station: 105+13.50 to 105+55.64  
Index No.: 05-12-208-001  
05-12-208-004  
through  
05-12-208-017

A part of the following tract of land:

All those portions of the common elements as set forth and created by the Declaration of Condominium Ownership (and delineated on a survey attached thereto) recorded February 15, 2012 as Document R2012-020891 and the First Amendment to Declaration of Condominium Ownership recorded December 31, 2012 as Document R2012-185769 (except the units delineated and described in said Declaration and Amendment) located within the following described parcel:

That part of Lots 8, 9, 11, and 12 (taken as a tract), in the Assessment Division of Section 12, Township 39 North, Range 10 East, of the Third Principal Meridian, described as follows:

Commencing at a point where the north right-of-way line of the Chicago, Aurora and Elgin Railroad intersects the center line of Hill Avenue (as now platted and recorded); thence North 49 degrees 33 minutes East (measured North 48 degrees 37 minutes 41 seconds East), along said center line of Hill Avenue, 627.70 feet for a place of beginning of said Condominium Tract; thence continuing Northeasterly, along said centerline of Hill Avenue, to the centerline of the East Branch of the DuPage River (being the easterly line of Lot 11, aforesaid); thence Southerly, along the center line of said River (being also the easterly lines of lots 8 and 11, aforesaid), to the north line of the Chicago, Aurora and Elgin Railroad; thence Westerly, along the North line of said railroad, to a point that is 546.62 feet East of the intersection of said north line with the centerline of Hill Avenue; thence North 08 degrees 12 minutes 56 seconds West along the east line and the east line extended Southerly of a 60 by 30 foot Cell Tower Lease Site, 40.00 feet to the northeasterly corner of said Lease Site; thence South 81 degrees 47 minutes 04 seconds West, 19.50 feet; thence North 08 degrees 12 minutes 56 seconds West, 53.65 feet; thence North 28 degrees 49 minutes 17 seconds East, 62.65 feet; thence North 09 degrees 34 minutes 15 seconds West, 145.73 feet; thence North 41 degrees 22 minutes 19 seconds West, 64.44 feet to the point of beginning,

(Except that part thereof conveyed to Northern Illinois Gas Company by quit claim deed recorded July 20, 1964, as Document R64-25774, described as follows: a strip of land

January 18, 2016

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in the Assessment Division of Section 12, Township 39 North, Range 10 East of the Third Principal Meridian, as shown on plat recorded June 6, 1879, as Document 26582, said strip of land being bounded on the north by the southerly right-of-way line of the Chicago and North Western Railroad and bounded on the south by the northerly right-of-way of line of the Chicago, Aurora and Elgin Railway (now abandoned) described as follows:

Beginning at a point in the northerly right-of-way line of said Chicago, Aurora and Elgin Railway, which point is 743.73 feet West of (measured at right angles to) the east line of the Southeast Quarter of said Section 12; thence North 39 degrees 31 minutes 48 seconds West, along a fence and said fence extended Southeasterly, a distance of 157.86 feet; thence North 12 degrees 16 minutes 48 seconds West, along a fence, a distance of 453.41 feet to fence corner; thence North 06 degrees 22 minutes 45 seconds West, a distance of 124.65 feet to the southerly right-of-way of said Chicago and North Western Railroad; thence South 81 degrees 01 minutes 55 seconds West, along the southerly right of way line said Railroad, a distance of 42.89 feet; thence South 12 degrees 16 minutes 48 seconds East, a distance of 587.15 feet; thence South 39 degrees 31 minutes 48 seconds East, a distance of 146.97 feet to the northerly right-of-way line of said Chicago, Aurora and Elgin Railway; thence North 81 degrees 39 minutes 23 seconds East, along said northerly right-of-way line, a distance of 35.07 feet to the point of beginning), in DuPage County, Illinois, aforesaid part of land is described as follows:

Commencing at the northwest corner of Unit 1 in the aforesaid Declaration of Condominium Ownership as depicted on the survey attached thereto and titled "Condominium Area Plat of Survey, Glen Oak Industrial Park Condominiums"; thence South 9 degrees 34 minutes 23 seconds East, 8.60 feet along the west line of said Unit 1 to the westerly line of the Common Area, thence North 41 degrees 22 minutes 27 seconds West, 31.44 feet along the westerly line of said Common Area to the southerly line of Hill Avenue as reserved in said Declaration of Condominium Ownership; thence North 48 degrees 37 minutes 33 seconds East, 74.01 feet along said southerly line; thence North 48 degrees 27 minutes 33 seconds East, 133.71 feet along said southerly line; thence North 53 degrees 27 minutes 33 seconds East, 294.69 feet along said southerly line; thence North 64 degrees 45 minutes 33 seconds East, 92.93 feet along said southerly line to the point of beginning; thence North 64 degrees 45 minutes 33 seconds East, 44.02 feet along said southerly to the centerline of the East Branch of the DuPage River; thence South 11 degrees 09 minutes 05 seconds East, 13.61 feet along said centerline; thence South 64 degrees 48 minutes 01 seconds West, 40.66 feet; thence North 25 degrees 25 minutes 59 seconds West, 13.17 feet to the point of beginning.

Said easement containing 0.013 acres, more or less.

January 18, 2016

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Owner: G. Vincent Cuyler and Barbara  
J. Cuyler  
Route: Hill Ave  
Section: over DuPage River  
County: DuPage  
Project No.: BRM9003(696)  
Job No.: R-55-001-97  
Parcel No.: 0002 PE & TE  
P.I.N. No.: 05-12-207-038

**TEMPORARY CONSTRUCTION EASEMENT**  
**(Individual)**

G. Vincent Cuyler and Barbara J. Cuyler, husband and wife, (Grantor), of the County of DuPage and State of Illinois, for and in consideration of Nine Hundred Dollars (\$900.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to Village of Lombard, (Grantee), a temporary construction easement for the purpose of roadway construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

Address: North Side of Hill Avenue, West of the East Branch of the DuPage River  
situated in the County of DuPage, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate Three years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all claims and damages, including reasonable attorney's fees, resulting from any injury to persons or property arising out of the acts or omissions of the Grantee and relating to the Grantee's use of the Temporary Easement Property herein granted, this indemnification to survive expiration of the easement.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 16 day of FEBRUARY, 2016

By: [Signature]  
Signature

G. Vincent Cuyler

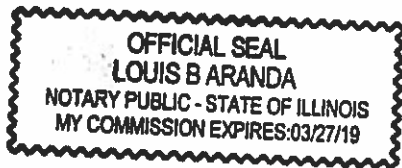
By: [Signature]  
Signature

Barbara J. Cuyler

State of ILLINOIS )  
County of DUPAGE ) ss

This instrument was acknowledged before me on FEBRUARY 16, 2016, by G. Vincent Cuyler and Barbara J. Cuyler.

(SEAL)



[Signature]  
Notary Public

My Commission Expires: 3/27/19

This instrument was prepared by: J. Steve Santacruz, Santacruz Land Acquisitions, 2650 Valor Drive, Glenview, IL 60026

and after recording, mail this instrument to:

Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60148

Route: Hill Avenue over the East  
Branch of the DuPage River  
Section: 10-00154-00-BR  
County: DuPage  
Job No.: R-55-001-97  
Parcel: 0002TE  
Station: 103+54.91 to 105+25.99  
Index No.: 05-12-207-038

That part of Lot 2 in Villa Park Kitchens Resubdivision, recorded August 11, 1972 as Document Number R72-47323, of part of Lot 11 in the Assessment Division of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois, bearings based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2007 Adjustment) described as follows:

Commencing at the southwest corner of said Lot 2; thence North 53 degrees 16 minutes 01 seconds East, 50.80 feet along the southerly line of said Lot 2 to the point of beginning; thence North 36 degrees 43 minutes 59 seconds West, 7.50 feet; thence North 53 degrees 16 minutes 01 seconds East, 64.30 feet; thence South 25 degrees 25 minutes 59 seconds East, 2.65 feet; thence North 64 degrees 34 minutes 01 seconds East, 112.32 feet; thence South 25 degrees 25 minutes 59 seconds East, 5.00 feet the southerly line of said Lot 2; thence South 64 degrees 34 minutes 01 seconds West, 112.32 feet along said southerly line to an angle point in said southerly line; thence South 53 degrees 16 minutes 01 seconds West, 62.80 feet along said southerly line to the point of beginning.

Said easement containing 0.024 acres, more or less.

May 13, 2015

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Owner: G. Vincent Cuyler and Barbara  
J. Cuyler  
Route: Hill Ave  
Section: over DuPage River  
County: DuPage  
Project No.: BRM9003(696)  
Job No.: R-55-001-97  
Parcel No.: 0002 PE & TE  
P.I.N. No.: 05-12-207-038

**PERMANENT EASEMENT**  
**(Individual)**

G. Vincent Cuyler and Barbara J. Cuyler, husband and wife, (Grantor), of the County of DuPage and State of Illinois, for and in consideration of One Thousand Three Hundred Dollars (\$1,300.00), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to and hereby grants and conveys to Village of Lombard, (Grantee), a permanent easement for the purpose of roadway construction and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

Address: North Side of Hill Avenue, West of the East Branch of the DuPage River

situated in the County of DuPage, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor does not possess rights of Homestead in the premises.

Grantee agrees that while the easement extends into the parking and driveway area, Grantee will not install any improvements or extend the riprap beyond the plan showing in the attached exhibit so that Grantor will be permitted to keep its fence (except for the portion of the fence extending into the existing right-of-way as shown on the attached exhibit) and use the area between the fence and the start of the riprap for parking or storage. Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all claims and damages, including reasonable attorney's fees, resulting from any injury to persons or property arising out of the acts or omissions of the Grantee and relating to the Grantee's use of the Temporary Easement Property herein granted, this indemnification to survive expiration of the easement.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 16 day of FEBRUARY, 2016.

By: G. Vincent Cuyler  
Signature

By: Barbara J. Cuyler  
Signature

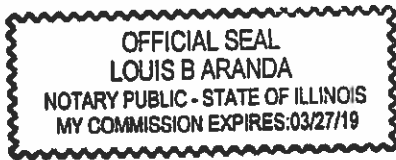
G. Vincent Cuyler

Barbara J. Cuyler

State of ILLINOIS )  
County of DUPAGE ) ss

This instrument was acknowledged before me on February 16, 2016, by G. Vincent Cuyler and Barbara J. Cuyler.

(SEAL)



[Signature]  
Notary Public

My Commission Expires: 3/27/19

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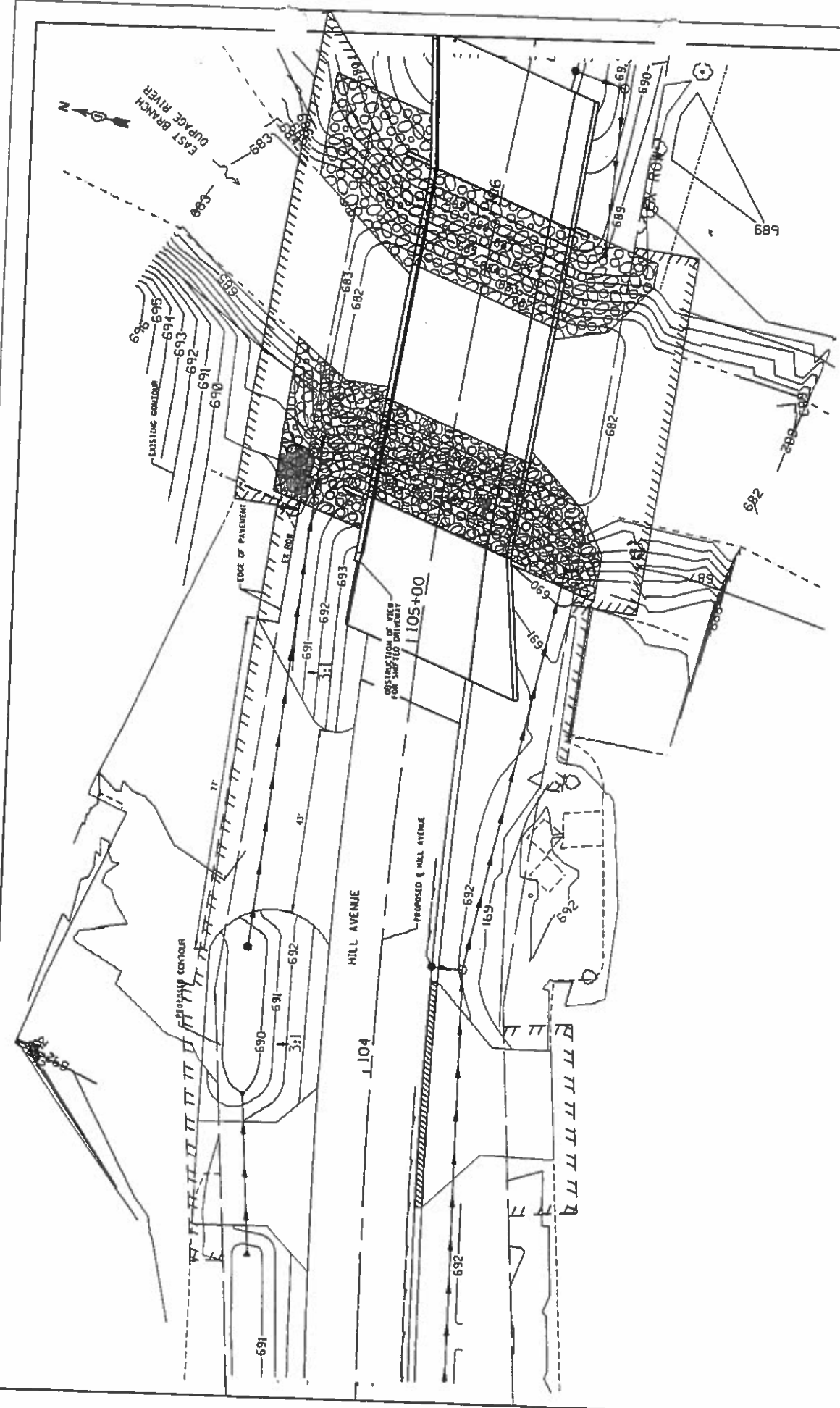
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Commencing at the southwest corner of said Lot 2; thence North 53 degrees 16 minutes 01 seconds East, 113.60 feet along the southerly line of said Lot 2 to an angle point in said southerly line; thence North 64 degrees 34 minutes 01 seconds East, 112.32 feet along said southerly line to the point of beginning; thence North 25 degrees 25 minutes 59 seconds West, 15.00 feet; thence North 65 degrees 14 minutes 00 seconds East, 49.14 feet to the easterly line of said Lot 2; thence South 5 degrees 51 minutes 22 seconds West, 14.79 feet along said easterly line to the southeast corner of said Lot 2; thence South 58 degrees 52 minutes 14 seconds West, 18.00 feet along the southerly line of said Lot 2 to an angle point in said southerly line; thence South 64 degrees 34 minutes 01 seconds West, 23.54 feet along said southerly line to the point of beginning.

Said easement containing 0.015 acres, more or less.

May 13, 2015

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 Bollinger, Loch & Associates, Inc. PLANO, ILLINOIS	DESIGNED BY - ALK DRAWN BY - MK CHECKED BY - MTC DATE - 11-09-2003	DIVISION - DIVISION - DIVISION - DIVISION -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		PROPOSED MODIFIED DRIVEWAY EXHIBIT (HILL AVENUE PROPERTY ONLY)	SHEET NO. 103 OF 1 SHEETS	CONTRACT NO. I.A.D.
	SCALE: 1" = 40'	SHEET NO. 103 OF 1 SHEETS	CONTRACT NO. I.A.D.	SHEET NO. 103 OF 1 SHEETS	CONTRACT NO. I.A.D.	SHEET NO. 103 OF 1 SHEETS	CONTRACT NO. I.A.D.