

CHECKLIST FOR LAND ACQUISITIONS
SETTLED PARCELS FOR IDOT ROW CERTIFICATION

Village of Lombard

Job No.: R-55-001-97

Parcel No.: 0004 PE

Check if previously referred for condemnation

Check all that apply:

<input type="checkbox"/>	Fee Acquisition	<input checked="" type="checkbox"/>	Permanent Easement
<input type="checkbox"/>	Temporary Construction Easement	<input type="checkbox"/>	Dedication

- | | | | |
|--|--|---|-----|
| | | √ | N/A |
| 1. Parcel Compliance Checklist | | X | |
| 2. Attorney Certification Letter (Original to IDOT; copy to LPA) | | X | |
| 3. Copy of Check (Voucher) / Donation Letter | | X | |
| 4. Administrative Documentation | | — | X |
| 5. Conveyance Documents | | | |
| a. Fee Acquisition - Warranty Deed or Trustee's Deed | | — | X |
| b. Temporary Construction Agreement | | — | X |
| c. Permanent Easement | | X | — |
| d. Dedication | | — | X |
| 6. Title Commitment dated: 7/27/2015 | | X | |
| 7. Title Clearance Documents | | | |
| a. Fee Acquisition / Dedication | | | |
| i. Mortgagee's Partial Release | | — | X |
| ii. Tenant's Partial Release | | — | X |
| iii. _____ | | — | X |
| iv. _____ | | — | X |
| b. Easements | | | |
| i. Lender's Consent to Easement | | — | X |
| ii. Tenant's Consent to Easement | | — | X |
| iii. _____ | | — | X |
| iv. _____ | | — | X |

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- | | | |
|--|---|-----|
| | √ | N/A |
| 8. Additional Conveyance Documents | | |
| a. Affidavit of Title | / | |
| b. Receipt for Conveyance Documents | / | |
| 9. Other Entity, Land Trustee or Other Trustee Documents | | |
| a. Land Trusts | | |
| i. Direction to Convey | — | X |
| ii. Description of Documents Required | — | X |
| iii. Affidavit of Disclosure of Beneficiaries | — | X |
| iv. Affidavit of Land Trust Authenticity | — | X |
| v. Copy of Land Trust Agreement | — | X |
| b. Corporation | | |
| i. Corporate Resolution | X | — |
| ii. Affidavit of Good Standing | X | — |
| iii. Condominium Affidavit | — | X |
| c. Limited Liability Company | | |
| i. Articles of Organization | — | X |
| ii. Operating Agreement | — | X |
| d. Partnership | | |
| i. Partnership Agreement | — | X |
| e. Estate Trust | | |
| i. Affidavit of Trust Agreement Authenticity | — | X |
| ii. Copy of Trust Agreement | — | X |
| f. Disclosure of Ownership Affidavit | X | — |
| 9. Basis for Computing Total Approved Compensation and Offer to Purchase | X | |
| 10. Negotiator's Log | X | |



 Dated: March 8, 2016

CHECKLIST FOR LAND ACQUISITIONS
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Job No.: R-55-001-97

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Additional Documentation for Village of Lombard

	<u>√</u>	<u>N/A</u>
11. Other Closing Documents		
a. Illinois Real Estate Declaration Form	—	×
b. County Real Estate Declaration Form	—	×
c. Local Real Estate Declaration Form	—	×
12. W-9	—	×
13. Appraisal	×	—
15. Receipt of Documents	—	×
16. Correspondences	×	—
17. Plat and Legal Description	×	
18. Certified mail receipts and return receipts (green cards)	—	×


Dated: March 8, 2016



Parcel Compliance Checklist

LOCAL AGENCY ACQUISITION SERVICES ON STATE HIGHWAY PROJECTS AND LOCAL AGENCY PROJECTS IN WHICH THERE IS FEDERAL PARTICIPATION IN ANY PORTION OF THE PROJECT

Local Agency Village of Lombard
Job No. R-55-001-97
Parcel No. 0004 PE
Owner Nicor Gas aka Northern Illinois Gas Company

COSTS.

(Original copy of this form to become attached to each individual parcel file.)

Pre-Negotiation Checklist

- 1. Appraiser David W. White 450 East Devon Avenue - Suite 300, Itasca, IL 60143
2. Property Owner Offered Opportunity to Accompany Appraiser. YES
3. Appraisal(s) approved and reviewed by
Waiver Valuation(s) approved by Scott Niehaus 6/29/2015

Approved Amount \$ 1,800.00. Reviewer's Certification completed and attached to approved appraisal.

(Above requirements not applicable if owner during pre-negotiation contact voluntarily elects to make a gift or donation of needed parcel after being fully informed of his rights to an appraisal and an offer of the full amount of the approved appraisal.)

- 4. Improvement Disposition and Rental Values Established.
Owner Retention Public Sale Rental
\$ \$ \$ None Acquired
By

5. If Relocation Assistance and Payments required, initiate Parcel Compliance Checklist (Relocation Assistance) (LA 4194C), Part C, and compute supplemental housing payment prior to negotiations.

Negotiations Checklist

- 1. Negotiations Initiated by J. Steve Santacruz on 7/22/2015
2. Owner offered full amount of approved appraisal and provided written summary of acquisition and offer to purchase. Offer to Purchase (Form LA 416E.) 7/28/2015

(Owner may make gift or donation of property, but only after being fully advised in writing of his rights to an appraisal and offer of full amount of approved appraisal.)

Date

3. If occupants and/or any personal property thereof are displaced, were occupants furnished a Relocation Brochure and the appropriate Informational Letter (LA 541A, LA 541B or LA 541C) setting out amounts, if any, of supplemental payments, including notification of 90 day minimum before being required to move from property. N/A

Relocation Assistance and payments record completed. (Relocation Assistance Unit Record LA 541D shall be used on all STATE projects and on all Local Agency Federal Aid projects.) N/A

4. Owner furnished copies of "Highway Improvements and Property Rights" and "A Landowner's Guide to Land Acquisition by the State and Eminent Domain" Brochures. 7/28/2015

5. Negotiations conducted with owner residing in State by personal (face to face) contacts. Data to be recorded in Negotiator's Report for each contact: N/A

- Location
- Persons Present
- Issues discussed
- Negotiator's signature

(Negotiator's Report Form LA 4110 shall be used on all STATE projects and on all Local Agency Federal Aid projects.)

6. Negotiator's Certifications signed: (Required on all STATE and Federal Aid Projects.)
(1) Before initiation of Negotiations. 7/6/2015
(2) After negotiated settlement. 3/8/2016

Condemnation Checklist (Complete if Required): N/A

(On all State Highway projects, recommendation for condemnation in name of State and required condemnation data to be submitted by Local Agency to Regional Engineer in accordance with requirements of Paragraph 4.23.1 of State's Land Acquisition Manual.)

1. a) Condemnation Complaint filed by State. _____
b) Order Setting Preliminary Just Compensation. _____
c) Preliminary Just Compensation Deposited by State. _____
\$ _____

2. Order Vesting Title in Name of State. _____

3. (For right of way being acquired in name of any Local Agency, condemnation proceedings shall be initiated by and in name of such Local Agency.) _____
a) Condemnation Complaint Filed by Local Agency. _____
b) Just Compensation Deposited by Local Agency. _____
\$ _____

4. Final Judgment Order Entered. (If parcel acquired by condemnation, disregard Items 1, 2, 4 & 5 below.) _____

Acquisition Check List

1. Acquisition by Negotiated Settlement. (Enter Date of Conveyance) Amount of Settlement 3/7/2016
 \$ \$1,800.00

2. All conveyance documents properly executed and acknowledged. YES

3. Documentation to justify settlement in excess of approved appraisal. N/A

4. Acquisition payment delivered to property owner or escrow Agent. YES

5. All Conveyance Documents Recorded. YES

6. Tax Exemption Notice Filed (See LA 462).
 (On all parcels acquired for a **State Highway** by negotiated settlement, whether acquired in the name of the **State** or any **County**, title approval is required by **State** when consideration is \$10,000, or less, and by the **Attorney General** when consideration exceeds \$10,000, prior to the awarding of any contract to cover construction of such project. For Title Examination and Closing Requirements see Section 4.12 of the **Land Acquisition Manual**. When submitting the required title data to the Regional Engineer, **Local Agency** should also submit the required Warrant Requisition Cover Sheet (LA 731A), even though payment for the acquired parcel was made by the **Local Agency**.)

7. Title Insurance Policy Ordered Date _____ Date Received _____

(Required on all parcels acquired for **State Highway** whether in the name of **State** or any **County**.)

8. Title Policy reviewed for deficiencies By Thomas P. Bayer 3/8/2016

List deficiencies, if any, and follow up review findings on required corrective action.

NONE.

9. 30 Day Notice of Specific Date for Vacating Property. _____

a) Date by which property to be vacated. _____

b) Actual date of vacation and possession of property. _____

10. Compliance Review of **Local Agency** Parcel Acquisition _____

Comments

By _____
 Signature - District Representative

 Date

 Print Name

 Title

K T J

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

March 8, 2016

John Fortmann, P.E.
Deputy Director of Highways
Region One Engineer
Illinois Department of Transportation (IDOT)
201 West Center Court
Schaumburg, Illinois 60196
Attn: Sheila Derka

Route: Hill Avenue
Section: Over DuPage River
County: DuPage
Job No.: R-55-001-97
Parcel: 0004 PE
LPA: Village of Lombard

Dear Ms. Derka:

I am writing as the municipal attorney representing the Village of Lombard ("LPA"). There are three (3) permanent easements and three (3) temporary easements that are required to construct the referenced transportation improvement.

I have reviewed the current title insurance commitment for Parcel 0004 PE to be acquired and present my findings as follows:

Owner: Northern Illinois Gas Company d/b/a Nicor Gas Company

1. This parcel is being acquired in the name of the Village of Lombard.
2. Wheatland Title Guaranty Company has provided a title commitment. The following exceptions appearing in the title commitment were cleared or waived by Wheatland Title Guaranty Company for the following reasons: See attached as provided by the Village of Lombard's land acquisition and fee negotiator firm, Santacruz Land Acquisitions (the "Fee Negotiator").
3. The interest in the property acquired by the Village of Lombard was conveyed by a Permanent Easement.

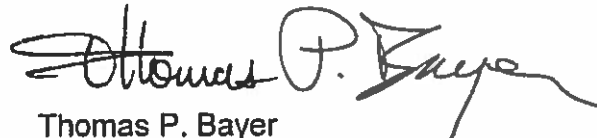
4. All conveyance and related documents were sent to the DuPage County Recorder's Office on March 8, 2016, by the Fee Negotiator; however, the recording date and recording numbers are not yet available.
5. Permanent Acquisitions Only: The guarantee title insurance policy has been ordered for this parcel from Wheatland Title Guaranty Company (Order No.: MPS-2011DP-2507.0) and a copy will be forwarded to you as soon as it is obtained.

As LPA attorney, I certify that, based on the information supplied to me by the Fee Negotiator as to Parcel 0004 PE, the necessary interests for the improvement have been secured and paid for, and the interests acquired in Parcel 0004 PE are adequate for the transportation facility to be constructed thereon. Our Fee Negotiator has assured us that the LPA has complied with Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the IDOT Division of Highways Land Acquisition Policies and Procedures, as applicable. Based on the information supplied to me by the Fee Negotiator, I am satisfied that all unpermitted exceptions to title to the foregoing parcel have been cleared and that, with the recordation of the partial releases, deeds, agreements for temporary easements and corporate resolutions with respect thereto, the LPA has acquired good title to the parcel referenced herein.

Please contact me if you require any additional information.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.



Thomas P. Bayer

encl.

cc: Carl Goldsmith, Director of Public Works (w/ encl.; via email)
Dave Gorman, Assistant Director of Public Works (w/ encl.; via email)
Ying Miao, Civil Engineer (w/ encl.; via email)

Route: Hill Ave
Section: over DuPage River
County: DuPage
Job No.: R-55-001-97
LPA: Village of Lombard

Title Co.: Wheatland Title Guaranty Company
Parcel: 0004 PE
Title File #: MPS-2011DP-2507.0

Commitment Date: 7/27/2015

GENERAL EXCEPTIONS

1. – 6. These represent standard exceptions which the Village of Lombard will take subject to such exceptions.

SPECIAL EXCEPTIONS

1. Real Estate Taxes – Current Taxes are paid.
- 2 – 5. Village of Lombard will take subject to such exceptions.
6. Taxpayer information – This is being provided for informational purposes only.
7. Past conveyances – This is being provided for informational purposes only.
8. Contiguous property – This is being provided for informational purposes only.
9. Village of Lombard will take subject to such exception.
10. Village of Lombard will take subject to such exception.

Check No. 11245

DATE	INVOICE NO.	DESCRIPTION	NET AMOUNT
02/23/2016	Hill Ave bridge	Nicor Easement for Hill Ave. Bridge	1,800.00

Total: \$1,800.00

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

VILLAGE OF LOMBARD

255 E. WILSON
LOMBARD, IL 60148
630-620-5700

Wheaton Bank and Trust

Wheaton, Illinois 60187
70-2538/718

Check No: 11245

Date
02/26/2016

Amount
\$1,800.00

Void after 60 Days

PAY One Thousand Eight Hundred and 00/100 Dollars

TO THE ORDER OF
Nicor Gas
P.O. Box 1630
Aurora, IL 60507-1630

*Scott Richards
Timothy Sexton*

⑈ 11245⑈ ⑆ 071925389⑆ 0007506968⑈

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 7th 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 3rd 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
------------------------	--------------

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

- 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 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

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 Jamie 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 Jamie 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 25th day of February, A.D., 2016.

My Commission Expires:

1/13/2019

Diane M. Miller
Notary Public




STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

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 7TH 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,

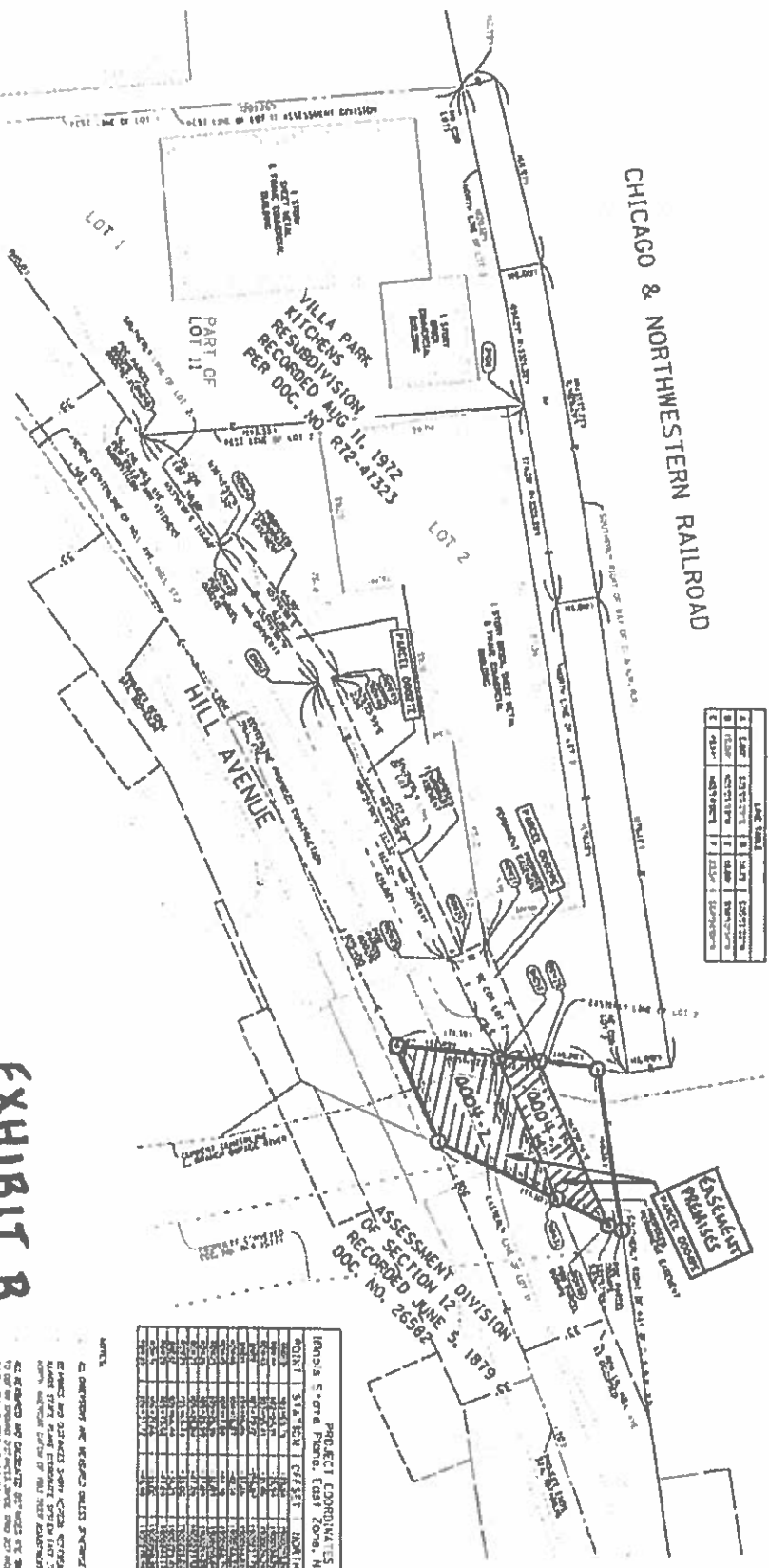
That part of Lot 11 in the Assessment Division of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian as shown on plat recorded June 6, 1879, as document number 26582 in DuPage County, Illinois, bearings based on the Illinois State Plane Coordinate System, East Zone NAD83 (2007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

CHICAGO & NORTHWESTERN RAILROAD



LOT TABLE

LOT	CONTAINING	SUBDIVISION
1	RESUBDIVISION	VILLA PARK KITCHENS
2	RESUBDIVISION	VILLA PARK KITCHENS
3	RESUBDIVISION	VILLA PARK KITCHENS
4	RESUBDIVISION	VILLA PARK KITCHENS

PROJECT CORROBORATES
LORD'S STORE PLAN, CASE ZONE, MAP 83 (2007)

LOT	ACRES	AREA	PERCENT	PERCENT	PERCENT
1	0.0000	0.0000	0.00	0.00	0.00
2	0.0000	0.0000	0.00	0.00	0.00
3	0.0000	0.0000	0.00	0.00	0.00
4	0.0000	0.0000	0.00	0.00	0.00

EXHIBIT B

LEGEND

SECTION LINE

DIVIDED LOT LINE

PROPERTY LINE

STREET

...

STATE OF ILLINOIS

County of Cook

BEFORE ME, the undersigned authority, on this day personally appeared [Name], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this [Date] day of [Month], 19[Year].

NOTARY PUBLIC

PLAT OF HIGHWAYS

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION

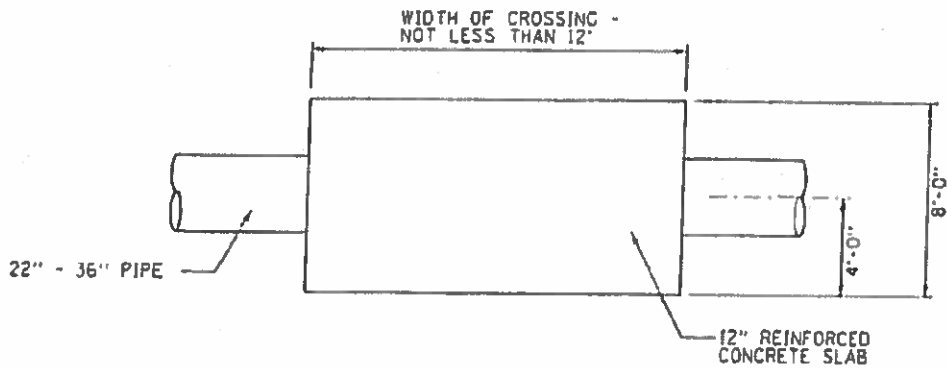
MAIL AVENUE

311 WEST CENTER COURT
CHICAGO, ILLINOIS 60661

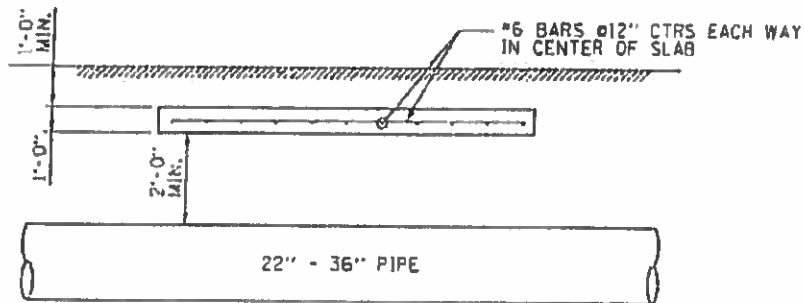
311 WEST CENTER COURT
CHICAGO, ILLINOIS 60661

311 WEST CENTER COURT
CHICAGO, ILLINOIS 60661

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

bV3

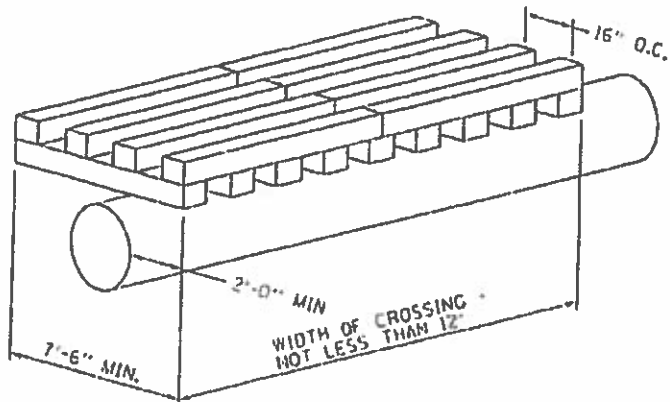
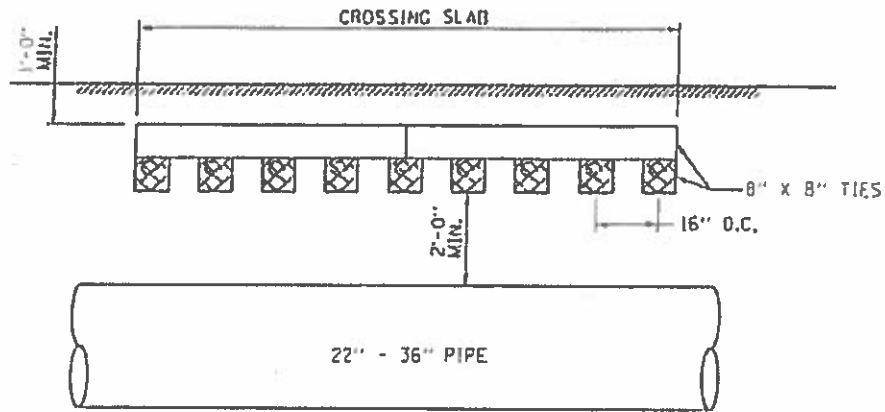


6-18-2015

ALTERNATE CONCRETE SLAB
CROSSING FOR HEAVY EQUIPMENT
CROSSING NICOR PIPELINES

EXHIBIT C

1/4



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 3D.104.128

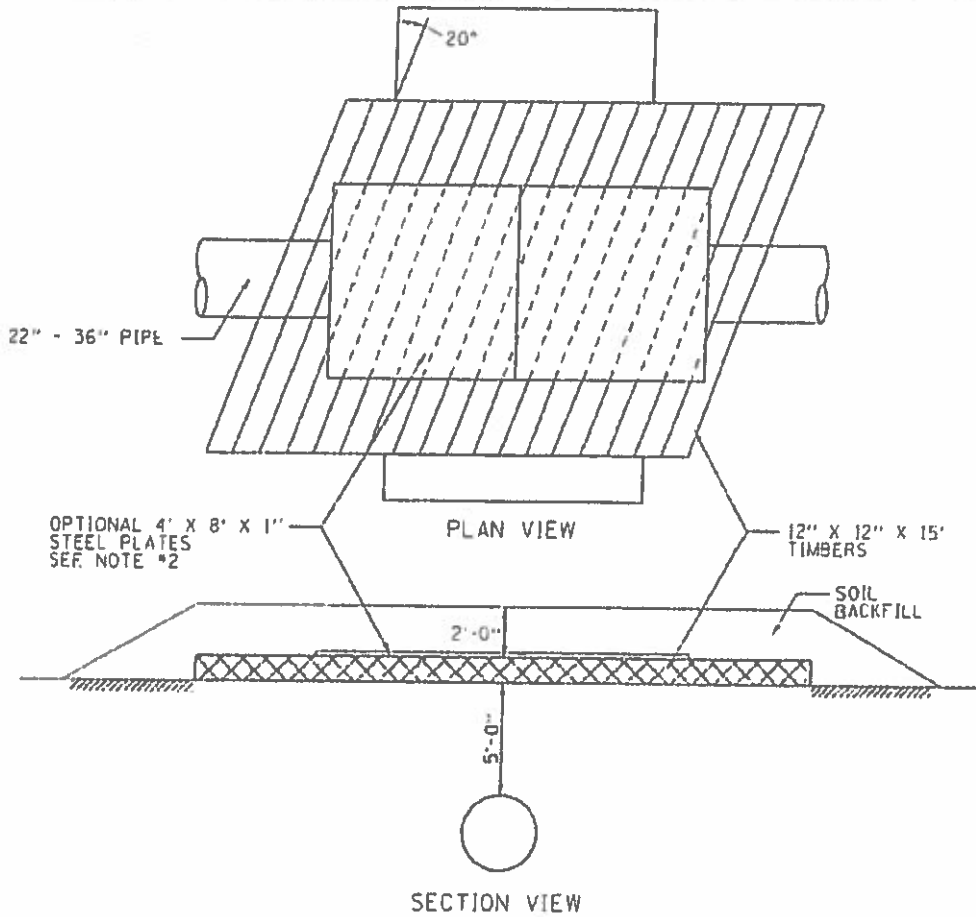
bV3

PHILIP J. MALONEY
 081-005712
 REGISTERED
 STRUCTURAL
 ENGINEER
Philip J. Maloney
 ILLINOIS
 EXPIRES
 11-30-16

6-18-2015

DETAIL OF TIE SLAB FOR
 HEAVY EQUIPMENT CROSSING
 NICOR PIPELINES

EXHIBIT C 2/4

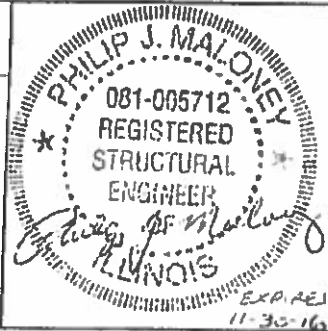


NOTES:

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

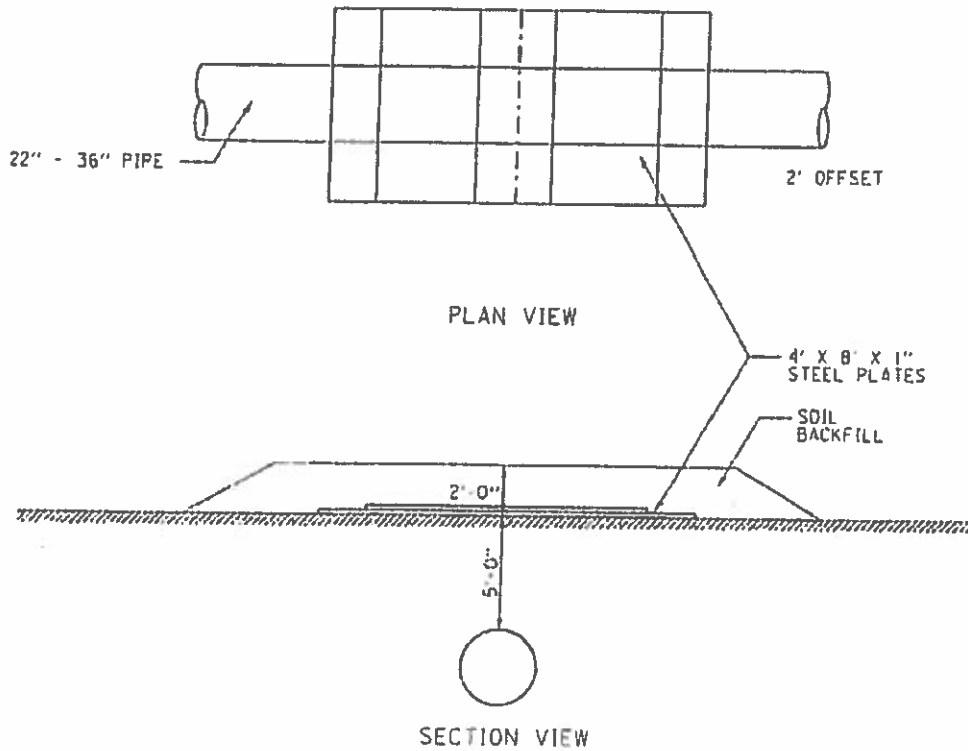


6-18-2015

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 30.104.150

bV3

PHILIP J. MALONEY
 001-005712
 REGISTERED
 STRUCTURAL
 ENGINEER
Philip J. Maloney
 ILLINOIS
 EXAKES
 11-30-16

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 MAY 17, 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

P:\2010\ME10013_HillAve_BLA\Survey\Legals\P0004PE.doc

07/31/2015

Prepared For:

Millennia Professional Services
2600 Warrenville Road
Suite 203
Downers Grove, IL 60515-1761

Effective Date of Commitment: August 29, 2011
Effective Date of Later Date: July 27, 2015

WTG File Number: MPS-2011DP-2507.0
Effective Date: July 27, 2015
Section: 12
Township: 39N
Range: 10E
County: Du Page
State: Illinois

Customer Reference:
Project: Hill Ave Bridge
Parcel: 0004

Tax Parcel Number(s): 05-12-207-031

07/31/2015

WTG File Number: MPS-2011DP-2507.0
Project: Hill Ave Bridge
Parcel: 0004

A.L.T.A. COMMITMENT FORM

-Schedule A-

Effective Date July 27, 2015

1. Policy or policies to be issued: 2006 ALTA Owner's
Proposed Amount of Insurance: To be determined
Proposed Insured: To be determined
2. The estate or interest in the land described or referred to in this commitment is a Fee Simple and title hereto is at the effective date hereof vested in:

Nicor Gas aka Northern Illinois Gas Company, an Illinois corporation
3. The land referred to in this commitment is described as follows:
See Attached Page 2 of Schedule A


Authorized Signature

ISSUED BY:

Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

07/31/2015

WTG File Number: MPS-2011DP-2507.0
Project: Hill Ave Bridge
Parcel: 0004

A.L.T.A. COMMITMENT FORM

-Schedule A Continued-

THAT PART OF LOT 11 IN 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 IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING 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 SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 11 A DISTANCE OF 74.10 FEET TO THE CENTER LINE OF HILL AVE; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF HILL AVE. A DISTANCE OF 32.09 FEET; THENCE NORTHERLY A DISTANCE OF 71.39 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID RAILROAD WHICH POINT IS 60.38 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 60.38 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 05-12-207-031

ISSUED BY:

Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

WTG File Number: MPS-2011DP-2507.0

A.L.T.A. COMMITMENT FORM

Schedule B Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2014 and thereafter.

2014 taxes in the amount of \$138.50 are not paid

2014 First Installment due June 01, 2015 in the amount of \$69.25 is paid.

2014 Second Installment due September 01, 2015 in the amount of \$69.25 is not paid.

PERMANENT TAX NUMBER: 05-12-207-031

2. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage

ISSUED BY:

Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

WTG File Number: MPS-2011DP-2507.0

systems, tile systems or irrigation systems which would be disclosed by an accurate survey and inspection of the premises.

3. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.
4. Confirmed Special Assessments, if any, not certified to by the Company.
5. Financing Statements, if any, not certified to by the Company.
6. For information purposes only, the taxes are assessed to the following:

For Parcel(s): 05-12-207-031
Nicor Gas
Ten Peachtree Place NE Loc1150
Atlanta, GA 30309

7. Conveyances within the past five years: None.
8. Contiguous property owned by record title holder: None.

PLEASE CONTACT OUR OFFICE REGARDING CONTIGUOUS PROPERTY.

9. Upon a conveyance or mortgage of said property in question, we should be furnished with a certified copy of proper resolutions passed by the proper parties authorizing the execution of the documents of conveyance or mortgage.
10. Rights of the public, the State of Illinois, the County, the Township and the Municipality in and to that part of the land, if any, taken or used for road purposes.

- End Schedule B -

ISSUED BY:

Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

07/31/2015

WTG Number: MPS-2011DP-2507.0

MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
 - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
 - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
 - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
 - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
 - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
 - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
 - G. All parties claiming by or through or under installment contracts for deed or like agreements.

WTG Number: MPS-2011DP-2507.0

MINUTES OF CONDEMNATION CONTINUED

IV. The following persons are noted of record and are necessary parties to any proceedings:

H. The Plaintiff is:

To be determined

I. The Defendants are:

1. Nicor Gas aka Northern Illinois Gas Company

J. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

Please refer all inquiries to John D. Ammons at (630) 892-2323

CERTIFICATE OF CORPORATE SECRETARY

**NORTHERN ILLINOIS GAS COMPANY
D/B/A NICOR GAS COMPANY**

I, Barbara P. Christopher, hereby certify that I am the duly appointed and qualified Assistant Corporate Secretary of Northern Illinois Gas Company, an Illinois corporation (the "Corporation") d/b/a Nicor Gas Company, that I am familiar with the corporate records of the Corporation, and further certify individually and on behalf of the Corporation as follows:

1. The person listed below holds the office in the Corporation indicated opposite his name on the date hereof.

NAME

TITLE

Jim Griffin

Vice President, Nicor Gas Operations

2. The above-named officer is authorized to act on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of February 2016.


Barbara P. Christopher
Assistant Corporate Secretary

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	NORTHERN ILLINOIS GAS COMPANY	File Number	50814173
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	01/12/1976	State	ILLINOIS
Agent Name	ILLINOIS CORPORATION SERVICE C	Agent Change Date	01/04/2012
Agent Street Address	801 ADLAI STEVENSON DRIVE	President Name & Address	MELVIN WILLIAMS 10 PEACHTREE PL NE ATLANTA GA 30309
Agent City	SPRINGFIELD	Secretary Name & Address	MYRA C BIERRIA SAME
Agent Zip	62703	Duration Date	PERPETUAL
Annual Report Filing Date	12/15/2015	For Year	2016
Assumed Name	ACTIVE - NICOR GAS COMPANY		

[Return to the Search Screen](#)

Select Certificate of Good Standing for Purchase

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

Village of Lombard

Basis for Computing Total Approved Compensation and Offer to Purchase

Route: Hill Ave
Section over DuPage River
County: DuPage

Project: BRM9003(696)
Job No. R-55-001-97
Parcel 0004 PE

Owner(s) of Real Property: Nicor Gas aka Northern Illinois Gas Company

Location of Property: North side of Hill Avenue; portion of the DuPage River just north of the bridge

Pursuant to 735 ILCS 30/10-5-15, the following has been prepared in order to fully inform you of the details of the acquisition of a portion of your property as right of way for the proposed improvement of Hill Avenue bridge over DuPage River in DuPage County, IL. The legal description of the parcel to be acquired is found in the attached package of documents.

The amounts shown below are the full amounts of the approved values and are based on fair market value of the property. The fair market value of the part to be acquired is estimated without regard for any decrease or increase in the fair market value caused by the project for which the property is being acquired; however, the damage to the remaining property, if any, is estimated with full consideration of the effect of the proposed improvement.

1. Existing Property:

Total area 0.075 acres, more or less

Highest and best use: Vacant/Utility

2. Land to be Acquired in Fee Simple:

New right of way _____ acres

Existing right of way (when applicable) _____ acres

Total right of way _____ acres

3. Improvements and/or Fixtures to be Acquired:

None.

4. Compensation for Land Acquired in Fee Simple:

Fair market value of the _____ acres to be acquired including all improvements as part of the whole property, based on an analysis of market data in the vicinity of the acquisition. _____

Damage to the remaining property as a result of the acquisition (if any). _____

Total compensation for permanent right of way acquired in fee simple. _____

Less cost of construction to be offset against total compensation. \$0.00

Net compensation _____

Benefits in the amount of N/A have been estimated to the remaining property. These benefits have been offset against any possible damages but have not been offset against any part of the compensation of the part acquired.

5. Compensation for Easements Including Any Damages or Benefits:

Permanent Easements- 0.021 for _____ \$1,800.00
 acres (state purpose)

Temporary Easements- _____ for years
 acres (state purpose)

Total compensation for easements (when applicable) _____

6. Total Compensation for Entire Acquisition, which includes all interests in the land required for the highway improvement and damages to the remainder property, if any. (sum of 4+%) \$1,800.00

7. Personal Property (Not Being Acquired) located on the Proposed Right of Way:

None.

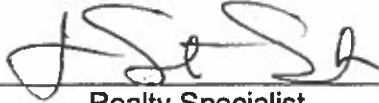
You may want to retain and remove from the right of way some, or all, of the improvements included in the acquisition. If so, the following owner-retention values have been established for the improvements listed above in Item 3, and the total of the owner-retention values for the improvements retained will be deducted from the total compensation.

Improvement	Owner-Retention Value
_____	\$ _____
_____	\$ _____

Any agreement to retain such improvements does not convey with it a permit to move the improvements on, or over, any state highway. Mr. J. Steve Santacruz will be happy to furnish information for your use in applying for a permit if one is needed.

Ying Miao
 Ying Miao
 Civil Engineer

On behalf of the Village of Lombard, and as outlined in the above summary, I hereby offer you the sum of \$1,800.00 for the property described on the attached instruments free and clear of all claims of other parties, liens, taxes and encumbrances.



Realty Specialist

JUL 28 2015

Date

Route: Hill Ave
Section: over DuPage River
County: DuPage

Project: BRM9003(696)
Job No.: R-55-001-97
Parcel No.: 0004 PE

Owner(s): Nicor Gas aka Northern Illinois Gas Company

Address(s): Land Services Department, 1844 Ferry Road, Naperville, IL 60563
Title VI (Non-Discrimination) Sex: Male Female
Phone No. 630-388-2971, 630-514-6355
Email: dbehren@aglresources.com
Interested parties: interests, addresses and telephone numbers
See attached

Negotiator's Certification

(To be completed prior to first contact with Owner)

Negotiator, J. Steve Santacruz, hereby certifies that:

- 1. Negotiator understands the subject parcels will be used in connection with a federal-aid or state highway project; and
2. Negotiator has no direct or indirect present or contemplated future personal interest in the subject parcel(s) or in any benefit from the acquisition of such parcel(s).

Dated: 7/6/2015

[Signature]
Negotiator's Signature

Negotiator's Checklist

- YES N/A
[X] [] Later date title commitment ordered
[] [] Status of Owner-occupant displacement (individual, family business, farm operation)
[] [] Letter of notification of relocation assistance and payments to owner-occupant.
[] [] Status of tenant-occupant displacement (individual, family business, farm operation)
No. of Units
[] [] If tenants are the only parties displaced, date relocation manager notified:
[X] [] Negotiator's introductory letter and acquisition summary statement prepared.
[X] [] Neighborhood and site inspection.

Certification of Negotiator's Results

- [X] Negotiations successful:
J. Steve Santacruz, Negotiator, certifies that:
1. The written statement embodies the entire agreement and all considerations agreed upon by the Negotiator and the property owner.
2. The agreement between the parties was reached without: (a) coercion, (b) promises other than those shown in the agreement, or (c) threats of any kind whatsoever by or to either party.

[Signature]
Negotiator's Signature

Date Owner signed documents and settlement: March 7, 2016
Total Settlement Amount: \$1,800.00
Warrant to be forwarded to payees at following address: See Attached

- [] Negotiations not successful:
Reason: [] Unable to agree on compensation for parcel; [] Unable to obtain clarification of ownership;
[] Offer accepted by Owner, but unable to obtain clear title to parcel

Date of referral, if referred for condemnation: N/A

Results of Initial Meeting with Owner

Date and remarks, if any, of Negotiator's contacts with Owner by telephone to make appointment for first in person meeting with Owner: **See attached notes.**

Documents delivered to Owner:

"Highway Improvements..." and "A Land Owner's Guide..." brochures and conveyance documents presented and explained to Owner.

"Relocation... Program" brochure and other required documents presented and owner-occupant advised of relocation assistance and payments; and appropriate entries made on Relocation Assistance Unit Record (LA 541D)

Delivered by Negotiator, or

Negotiator accompanied by relocation representative, _____, who provided above services, or

N/A – Relocation does not apply.

Date of first in person contact with owner: **8/7/2015**

1. Location of Meeting: Email
2. Persons present at meeting: Dave Behrens
3. Verbal offer made in the amount of **\$1,800.00**
 Written offer (summary statement) prepared and explained to persons in attendance at the meeting.
4. Remarks about meeting including counter-offers by Owner: **See attached notes.**

Note: All contacts with the Owner after the initial meeting should include information set forth in paragraphs 1-5 above, if appropriate. Negotiator's signature or initials should be made after each entry about contacts.

The information in this Negotiator's Report will become a part of the project parcel file. The Negotiator should make entries in this Report no later than the Monday after the contacts with the Owner during the preceding week.

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0004 PE

07/08/2015 Emailed intro letter to Village to be sent to PO.

07/22/2015 Received email from Village (Miao) with copy of Intro letter.

07/28/2015 We sent the offer package containing (i) the Basis for Computing Total Approved Compensation and Offer to Purchase, (ii) a copy of the Review Appraisal and Appraisal (as the case may be), (iii) a copy of the legal description, (iv) a copy of the right of way plat, and (v) a pamphlet explaining Eminent Domain. Also, we included a cover letter explaining the reason for the package was due to the land acquisition required as part of the roadway construction project. The letter also invited them to call the office to schedule an appointment to review the package and the acquisition process. The package was sent to the property owner.

08/07/2015 Emailed Dave Behrens stating: "Last week, on behalf of Village of Lombard ("Village"), an offer for a permanent easement was sent to your office. The easement consists of 893 square feet that appears to be located within the DuPage River. Who will be handling the granting of this easement? It is my understanding that construction plans were sent to you by the engineers. Is there anything else you need to complete your review of this matter? Please advise."

Received email from Dave stating: "The easement request is under review. I will check on receipt of the construction plans."

08/18/2015 Emailed Dave stating: "Were you able to confirm receipt of the plans? Or do you need us to send? Please advise."

08/18/2015 Received email from Dave stating: "The plans are in Engineering's hands for review and comments."

Emailed Dave stating: "Please let me know if you need anything else in order to complete your review."

09/02/2015 Emailed Dave stating: "Just following up on this project for Lombard. How are you coming along with the engineering and offer review? Can you let me know your timeframe for a response so I can update the Village?"

09/14/2015 Left vm message for Dave to return our call.

09/17/2015 Emailed Dave stating: "Following up on this project for Lombard. How are you coming along with the engineering and offer review? Can you let me know your time frame for a response so I can update the Village?"

Negotiator's Log

DETAILS

Job #: R-55-001-97

Parcel #: 0004 PE

09/23/2015

Received email from Vic stating: "Earlier today, I was asked to contact you and provide an update on Nicor's review of the "Offer Package" that you directed to Mr David Behrens' attention on July 28, 2015. In this letter, Nicor will introduce initial concerns and questions raised by Land and Engineering representatives.

Land

Regarding property owned by Nicor and the configuration of Parcel 0004 PE: For illustration purposes, the permanent easement parcel (Parcel 0004 PE) is identified by hatch marks in the clipping below. Parcel 0004 PE falls wholly within the larger parcel that is outlined in red in that clipping. The red outlined parcel is: a) covered by the Title Commitment included in the Offer Package; b) owned by Nicor Gas; and c) known as PIN 05-12-207-031.

Regarding documentation for Hill Avenue: Neither the Title Commitment included in the Offer Package, nor Nicor's historical records, include reference to any document that authorizes Hill Avenue to occupy the South 33 feet, or so, of the property that Nicor owns at that location. Based on Nicor's review of various available surveys, plats and documents, there seems to be a marked absence of information on that particular point. Is there documentation for Hill Avenue that Nicor has not found in its search? If so, please provide a copy. In absence of such documentation, please advise why the Project did not also request easement rights to the South 33 feet of the property that Nicor owns. Since: a) there is no apparent, previous grant of rights for highway or bridge purposes at that location; and b) the existing bridge will be razed and rebuilt in a larger footprint; this seems a legitimate question.

Engineering

Regarding Nicor Facilities in Parcel 0004 PE: Based on a review of information included in the Offer Package, in Nicor's own records, and on information provided by Bollinger, Lach & Associates (Design Engineers for the Bridge Project) a Nicor owned and operated 36-inch diameter, high-pressure, natural gas transmission pipeline traverses Parcel 0004 PE. Parcel 0004 PE, the property owned by Nicor, and the existing 36-inch natural gas pipeline are all depicted in the clipping below.

Additional Information Required: Engineering requires additional detail drawings to complete its review of "how" the proposed improvements impact Nicor's existing 36-inch pipeline. So far, Engineering has been furnished preliminary plans, but has been told that it will be provided pre-final drawings next month (October 2015).

The current cross-section and grading plans do not depict any cuts over the existing 36-inch pipeline, including the riprap area shown on the clipping above. However, a full set of structural plans should better detail any impacts the new bridge will have on the current topography near and over the pipeline.

Engineering must be furnished the "means and methods" that Project Contractor's will use to install steel H-Piles near the main and whether they will be installed by hammer or vibration. Engineering must run vibratory calculations based on the contractor's equipment and crossing calculations for any equipment that will cross the pipeline outside of the roadway. Bridge replacement work near the 36-inch pipeline may be affected by Nicor's Winter work rules.

The promised pre-final drawings may also reveal if the Project intends to grade the river bank over an unprotected portion of Nicor's 36-inch pipeline and install riprap over that portion of the pipeline, too.

Land

Further documentation: Resolution of all of the Land and Engineering concerns noted above,

Negotiator's Log

DETAILS

Job #: R-55-001-97

Parcel #: 0004 PE

and other concerns that may be noted throughout the course of Nicor's review of this matter, may be factored in to the terms and conditions of any type of work authorization that Nicor may agree to grant.

Please share any current or updated additional information that the Project may have and kindly respond to the questions and concerns shared by Land. Please do not hesitate to contact me if you have any questions on this matter. If I cannot answer any particular query, I will get it to someone who can. Thank you."

09/24/2015 Received email from Village (Miao) stating: "I am working on it and will back to you ASAP."

09/24/2015 Emailed Villge (Miao) and DSE Cesario stating: "Please see the email below that we have received from Nicor. BLA will need to respond to the engineering information requested. It would be best that BLA respond directly to Nicor and copying me on the response.

On the first section regarding Land, does the Village have any documentation supporting its right to occupy the area that Nicor is referencing in the email? It does not appear that the title company found anything. I wonder if this occupation is based on prescriptive rights. Please advise what if anything you can find. If none, I will discuss with Nicor. We may need to expand the PE to include the area that Hill Avenue is currently occupying to satisfy Nicor. We can discuss after you have reviewed this issue."

09/24/2015 Emailed Vic stating: "I will be back in touch after I review this with the Village and their engineers."

09/24/2015 Received email from PM Ihde stating: "Please see the end Vic's email below (North of Hill Ave) from 2011. Attachments are from that email. There was a road there when the property was conveyed in 1965. Could it be that the documents at that time did not discuss using the land for roadway purposes? Is there such a thing as easement by use? In a September 2011 meeting that we had with Nicor, Dan Bruckelmeyer noted that the title did not have any restriction on roadway improvement and that improvements to the public roadway within the roadway ROW were prescriptive in nature."

The email from Vic to the Village stated: "Please see the attached survey, it is dated (as revised) 04-11-1966. The heavy black line outlines a strip to which Nicor Gas claims an interest. The strip serves as a right-of-way for an existing Nicor Gas owned and operated, buried 36-inch diameter, high-pressure natural gas transmission pipeline. You may need to re-orient the pdf to show "north" at the top of the page (the survey was scanned upside down). The clipping below is a color-coded portion of that survey.

Orange Strip at Hill Ave - All of the orange strip is an easement that was granted to Northern Illinois Gas Company by the Village of Lombard on July 8, 1964. This easement has a term of 99 years. Other than limiting the number of pipelines that Nicor can install in the strip, there do not appear to be any other limiting factors in this easement.

However, what is curious about the orange strip is that there is also a Quit Claim Deed in the file that covers the same strip of land. The QCD from the Elliot Family to Northern Illinois Gas is dated July 20, 1964 (recorded as Doc R64-25774). The tax map for this area does not show the orange strip as an individual tax parcel and Nicor does not pay real estate taxes on this particular strip.

North of Hill Ave - All of the green strip was conveyed by Richard Wagner to Northern Illinois Gas Company by deed dated July 1, 1965 (recorded as Doc R65-28520). This strip has it's own PIN and Nicor pays real estate taxes on this particular strip."

Negotiator's Log

DETAILS

Job #: R-55-001-97

Parcel #: 0004 PE

-
- 09/24/2015 Emailed PM Ihde and DSE Cesario stating: "It appears that Vic was providing information about the property Nicor owned or had rights to but did not address this roadway issue. The existence of the roadway since 1965 would, I believe, satisfy any claims of prescriptive use but if Nicor decides against agreeing with that assessment, we are faced with a long and arduous battle with an agency that you cannot condemn without ICC approval. I would rather remind him that under eminent domain law, any prescriptive use of the property has nominal value in Illinois. In that September 2011 discussion with Nicor, do you recall who was there on behalf of Nicor? And how did Nicor respond to Dan's comment? Please advise."
- 09/29/2015 Emailed Village Yong Miao and DSE Matt Cesario stating: "Ying - Did you get any information regarding this matter to share with me regarding the land issue? Please advise."
- Matt - Do you have the plan sheets and engineer details being requested by Nicor? As stated below:
- 'The current cross-section and grading plans do not depict any cuts over the existing 36-inch pipeline, including the riprap area shown on the clipping above. However, a full set of structural plans should better detail any impacts the new bridge will have on the current topography near and over the pipeline.
- Engineering must be furnished the "means and methods" that Project Contractor's will use to install steel H-Piles near the main and whether they will be installed by hammer or vibration. Engineering must run vibratory calculations based on the contractor's equipment and crossing calculations for any equipment that will cross the pipeline outside of the roadway. Bridge replacement work near the 36-inch pipeline may be affected by Nicor's Winter work rules.
- The promised pre-final drawings may also reveal if the Project intends to grade the river bank over an unprotected portion of Nicor's 36-inch pipeline and install riprap over that portion of the pipeline, too.'
- Could you let us know how we are to respond to these items?"
- 09/29/2015 Received email from DSE Cesario stating: "We are in the process of preparing the plans for the Pre-Final submittal which is October 9, 2015. These plans will better indicate the reinforced concrete slab for protection over the Nicor line under the roadway, a note specifying temporary protection of the line outside the roadway which is designed by the contractor and approved and inspected by Nicor, the plans show drilled piles at the east abutment, and the grading over the line,. A set of pre final plans and specifications will be sent to Nicor at this submittal."
- Received email from Village (Miao) stating: "The Village attorney will provide advise by tomorrow. I will forward them once I receive."

Negotiator's Log

DETAILS

Job #: R-55-001-97

Parcel #: 0004 PE

-
- 09/29/2015 Emailed Vic stating: "Couple of quick responses and questions regarding the issues raised below:
- With respect to the engineering, BLA is in the process of preparing the plans for the Pre-Final submittal which is on October 9, 2015. These plans will better indicate the reinforced concrete slab for protection over the Nicor line under the roadway, a note specifying temporary protection of the line outside the roadway which is designed by the contractor and approved and inspected by Nicor, the plans show drilled piles at the east abutment, and the grading over the line. BLA has stated that a set of pre final plans and specifications will be sent directly to Nicor at this submittal.
- Concerning the land, it appears that since before the date of Nicor's ownership the roadway has been in existence. The Village is researching if this roadway is there by a document missed by the title company or by prescriptive use. I hope to have that answer shortly.
- Please let me know if you need anything else until such time that this information is passed on to you."
- 10/01/2015 Received vm message from Village (Miao) asking about the PE document and if we could send it to the Village for review.
- 10/01/2015 Emailed Vic stating: "The Village has asked if they could see the PE document that Nicor will want to have in place for this transaction. They would like to begin their review while we are waiting for the final plan submittal date in an effort to move this process forward. Could that be provided? Please advise."
- 10/01/2015 Emailed Village (Miao) stating: "In response to your voice mail, Nicor provides their own documentation which varies by project. I have asked if they could provide us the documentation they would want in place for this transaction. I will forward upon receipt."
- 10/01/2015 Received email from Vic stating: "Working on it. Talked to Dave Behrens and sent him a draft for review. I need his approval before sending it to you. Mr Behrens is out of the office until Monday, and I am out of the office tomorrow. We'll get it out as soon as we can."
- 10/06/2015 Received email from Vic stating: "Per your request, attached is Nicor's current, standard form of easement for highway improvements. It is used for granting rights to others on property that is owned by Nicor Gas and that is used as right-of-way for a Nicor Gas owned and operated natural gas transmission pipeline (or pipelines). In this case, there is currently a single 36-inch diameter transmission pipeline on the property."
- Emailed Vic stating: "Thanks. I will forward to the Village for their review."
- 10/06/2015 Emailed Village (Miao) stating: "Attached is Nicor's current, standard form of easement for highway improvements. According to Nicor, it is used for granting rights to others on property that is owned by Nicor Gas and that is used as right-of-way for a Nicor Gas owned and operated natural gas transmission pipeline (or pipelines). In this case, there is currently a single 36-inch diameter transmission pipeline on the property.
- Please let me know after it has been reviewed and what concerns the Village may have."
- Received email from Village (Miao) stating: "I will have the Village's attorney to review it."
- 10/14/2015 Emailed DSE Cesario stating: "Can you confirm that plans were sent over to Nicor per your email of 9/29 (below)?"
-

Negotiator's Log

DETAILS

Job #: R-55-001-97

Parcel #: 0004 PE

-
- 10/14/2015 Received email from DSE Cesario stating: "We have sent the plans to our printers to print full size, once we receive them we will forward to Nicor. In the mean time I will send a pdf to them."
- 10/14/2015 Received email from DSE Cesario sent to Vic @ Nicor stating: "Please find attached a pdf of the Pre-Final Plans for the Hill Avenue Project in the Village of Lombard. We are expecting the plans back from our printers today or tomorrow and then we will send you a hard copy.
- This file is on the larger side so please let me know when you receive this email."
- Received email from Vic to DSE Cesario stating: "I did receive the single pdf (12 MB) that was attached to your email. I will get it into the right hands."
- 10/16/2015 Received email from Village (Ying) stating: "Please find attached letter of comments we have in regards to the Nicor's standard form of easement for highway improvements. I have mailed the letter to Victor Mednansky. Please follow up with Nicor."
- 10/19/2015 Emailed Vic stating: "Attached please see the letter being sent from the Village regarding the PE agreement. Please let me know if these changes would be acceptable or if we need to schedule a call to review. Could you let me know how long the review of the plans submitted last week will take?"
- 10/27/2015 Emailed Vic stating: "Checking to see how you are coming along with your review of the plans sent to you by Bollinger Lach. Did the plans address Nicor's concerns? Are there concerns that need to be addressed?
- In addition, have you had the opportunity to review the response to the PE document that was sent by the Village? Are the changes proposed acceptable to Nicor?
- Lastly, with respect to Hill Avenue occupying the South 33 feet of Nicor's property, it is the position of the Village that the roadway exists by prescriptive use which according to surveys of the property existed before Nicor's ownership of this property. Is there something that Nicor would like to formalize the occupation of this property for roadway purpose? Did Nicor want to quit claim this property to the Village? Please advise."
- 11/02/2015 Received email from Vic stating: "Here's where we are as of this morning.
- On 10-27-15, Mr Behrens routed easement changes proposed by the Village of Lombard to Nicor's Legal Counsel for review and comment. These are the changes that you delivered to Nicor by email on 10-19-2015.
 - On 11-02-15 Land traced Nicor Engineering for comments and/or concerns related to the drawings that Bollinger Lach delivered to Nicor on 10-14-2015. Immediately upon receipt, Nicor Engineering forwarded that tracer to Nicor's Engineering Consultant (EN Engineering) for a response.
- We will provide complete response when all information is available."
-

Negotiator's Log

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- 11/10/2015 Received copy of email from DSE Cesario to Phillip Doll (engineering consultant for Nico) stating: "Please see the attached cross section for Hill Avenue over the existing 36" Nicor Main at Station 106+15. If there is anything else you would need please let me know."
- Attached were emails between DSE Cesario and Phil as follows:
- From Phil to Matt stating: "I recently received a PDF of the pre-final plans for Hill Ave over the DuPage River from Nicor to continue the engineering review on their 36" line. Could you please send me the pre-final CAD files for this project? Nicor will be replacing the 8" main on the south side of Hill Ave from Walnut Street to the river as part of the Investing in Illinois program."
- From Matt to Phil stating: "Please find attached a zip file of the CAD drawings for the Hill Avenue Project. I think I included all the ones you would need but if there is anything else please let me know."
- From Phil to Matt stating: "Could you please let me know the current letting and construction dates for this project?"
- From Phil to Matt stating: "Can you please add the following minimums to the concrete slab detail over Nicor's main? The probes indicate a minimum depth of 58", so they should not cause any issues. Also, can you please explicitly state on Sheet 53 (S14) - East Abutment that "The east abutment piers are to be drilled." Finally, can you please provide me with the current letting and construction dates for this project?"
- From Phil to Matt stating: "In addition to the information below, Nicor has requested a cross section for the location of the 36" pipeline at ~STA 160+15. Could you please let me know if this cross-section can be created?"
- From Matt to Phil stating: "Please see the attached cross section for Hill Avenue over the existing 36" Nicor Main at Station 106+15. If there is anything else you would need please let me know."
- 11/17/2015 Received email from Vic stating: "Just a quick update to let you know where we are in the process."
- Legal has been asked to review the changes to the document suggested by the Village. Mr Behrens has urged Legal to complete their review in a timely manner.
 - Nicor's Engineering Consultant is continuing to work with the Village's Engineering Consultant to secure the truest depiction of work proposed within the proposed easement parcel and in close proximity to Nicor's transmission pipeline. In particular, drawings and cross-sections provided by the Village's Engineering Consultant show differing lengths for the existing casing pipe and for the proposed protective concrete pad. We are asking the Village' Consultant to provide matching documents so that Engineering can complete its pipeline impact analysis."
- Emailed Vic stating: "Thanks for the update"
- 11/17/2015 Received copy of email from Philip Doll to DSE Cesario stating: "Could you please let me know if it is possible to extend the cross section further north to show the proposed work up to the ROW boundary? Can you also please show the concrete pad over Nicor's main. Please see below for the probed pipe depths to better detail the 36" pipe's location:
1. 82' S/CL Hill Ave: 67"
 2. 53' N/CL Hill Ave: 60"
 3. 85' N/CL Hill Ave: 58"

Negotiator's Log

DETAILS

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- 11/18/2015 Received email from DSE Cesario ti Philip Doll stating: "We will be able to update the cross section with the below information.
- In regards to the 8 inch main, how is the relocation process going?"
- 11/26/2015 Received email from Village (Miao) stating: "What is the status on the Nicor easement. Do they have any comments on the letter?"
- 11/27/2015 Emailed Village (Miao) stating: "Not as of yet. Vic at Nicor informed us on 11/17 that their legal dept was asked to expedite review of the document. I will be checking back with him next week."
- 12/04/2015 Emailed Vic stating: "Is there an update on this process? Has the engineering concerns been addressed? Has legal completed its review of the document revisions response from the Village? The Village is anxious to move this forward with a pending letting date on the horizon. Please advise."
- 12/08/2015 Emailed Vic stating: "Is there an update on this process? Has the engineering concerns been addressed? Has legal completed its review of the document revisions response from the Village? The Village is anxious to move this forward with a pending letting date on the horizon. Please advise."
- 12/08/2015 Received email from Vic stating: "Regarding an Engineering Response: As late as 11-17-15, Land identified discrepancies between plan and cross-section data provided by Bollinger, pointed those discrepancies out to Nicor Engineering and Nicor's Engineering consultant, and asked them to seek answers from Bollinger. As of yesterday Land hand not heard back from Engineering, but spurred by your tracer we again queried Engineering for a response. We will let you know if they have had any luck getting that information from Bollinger.
- Regarding Legal Review: Based on information currently available to me, it does not appear that Legal has completed its review of changes proposed by the City. We will, though, separately contact Legal and request an update on their review of the proposed revisions to the easement document."
- Forwarded email to DSE Cesario stating: "Can you see the response from Nicor below? They appear to be waiting on engineering information from you. Can you update me on the status?"
- 12/08/2015 Received copy of email from Phil to DSE Cesario stating: "Could you please let me know the status of the updated cross section requested below? In regards to the 8" main, EN is currently in the design process for a new running line."
- 12/08/2015 Received email from Vic stating: "Just minutes ago, Nicor's Engineering Consultant (ENEngineering) advised that on 11-17-15 (in response to Nicor's email of the same date), EN contacted Matt Cesario at Bollinger Lach and requested specific, additional information regarding the nature of work and improvements proposed by the Village in the above referenced easement parcel.
- On 11-18-15, Mr Cesario confirmed that Bollinger could and would provide the requested information.
- EN advises that this morning it sent an email to Mr Cesario reminding him that the that the information was still needed."
- Emailed Vic stating: "I was copied on the email from Phil to Bollinger. I also sent my own email for an update. Let's hope we can get you a quick response."
-

Negotiator's Log

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- 12/08/2015 Received email from PM Ihde stating: "We are working on putting a revised cross section together that will show all of the requested information."
- Emailed PM Ihde stating: "Have you let Phil know when he should expect to hear from you? Could you let me know too so I don't calendar a follow up with Nicor until this is done?"
- 12/08/2015 Received copy of email from PM Ihde to Phil stating: "Please see the attached updated cross section. It shows the requested information and is consistent with the plan and elevation views shown on Sheet S1 of S19 of the Prefinal plans previously sent to you."
- 12/14/2015 Emailed Phil and Vic stating: "Do the updated cross sections sent last week by Bollinger satisfy the concerns of Nicor? Does this resolve the engineering issues? Please advise."
- 12/18/2015 Emailed Phil and Vic stating: "Do the updated cross sections sent last week by Bollinger satisfy the concerns of Nicor? Does this resolve the engineering issues? Please advise."
- 12/21/2015 Received email from Vic stating: "As of this morning, Nicor Land is still waiting for formal response from Nicor Engineering. Phil Doll works for ENEngineering (Nicor Engineering's outside engineering consultant). All concerned parties in Engineering and Land here at Nicor have received copies of the material last provided by Bollinger Lach, along with related insights provided by Nicor Land."
- 12/30/2015 Emailed Vic stating: "Looking for an update on Nicor's engineering and legal review. The Village is targeting the March letting which will require us to certify the R/W acquisition by January 20th. In order to make that date, we would need to have executed documents from Nicor by January 15, 2016 -the latest. The Village is respectfully requesting your assistance to keep this project on schedule. Can you update me as to where you are at with your review and analysis at this time?"
- 12/31/2015 Received email from Vic stating: "Engineering and Land have EN's comments on this matter and are waiting for Nicor Engineering's formal response. Bruce Koppang is handling this for Nicor Engineering. Bruce will return to the office on January 4th and we hope to have his response soon after that."
- 01/06/2016 Received email from DSE Cesario stating: "Below is an email from Phil at Nicor asking about a response received by the Village from Nicor?"
- Email from Phil stated: "We are in the process of designing the new installation for the 8" main, relocating it to the north side of Hill Ave from Walnut St to the river crossing. The plans are expected to be in Nicor's review by the end of January."
- Could you please let me know if you are aware of a response received from Nicor to the village in regards to the land rights about the Nicor easement?"
- 01/06/2016 Emailed DSE Cesario stating: "Not sure what he is talking about. Attached is the last email communications between Nicor (Vic Medansky) and our office."
- 01/08/2016 Left vm message for Vic to return our call.
- 01/08/2016 Emailed Vic and Dave stating: "Just wondering how we are coming along with this parcel. The R/W certification date is looking (January 20th). In order to make this date, we will need this transaction resolved before the end of next week (that would include the delivery of executed documents by Nicor). Do you see that as feasible at this time? Please advise."
- 01/11/2016 t/c w/ Vic. He is hoping to have an answer to us shortly.
-

Negotiator's Log

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Job #: R-55-001-97

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01/20/2016

Received email from Vic stating: "Working on document. Please advise full and complete name of Grantee.....such as Village of Lombard, an Illinois municipal corp, etc or IDOT."

Received email from Vic stating: "Please advise how blanks should be filled in for Grantee notification. Thank you.

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: _____

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

01/20/2016

Emailed Village (Miao) stating: "We need some help with the documentation to be prepared by Nicor. Please see below. They need notice contact information for the Village. In addition, they need to know how to show the Village in the document. Should it be 'Village of Lombard, an Illinois municipal corporation' or something else? Please advise."

01/20/2016

Emailed Vic stating: "The acquisition will be in the name of the Village of Lombard. I am checking with the Village on how they want Section 14 completed. I will be back in touch."

01/20/2016

Received email from Village (Miao) stating: "The contact should be the Village Manager. The Village should be: Village of Lombard, an Illinois Municipal Corporation."

Emailed Village (Miao) stating: "Can you provide me the name of the Village Manager and his contact information?"

01/20/2016

Received email from Village (Miao) to stating: "Scott Niehaus
Village Manager
630-620-5705
niehauss@villageoflombard.org"

01/20/2016

Emailed Vic stating: "Here you go.

Village of Lombard, an Illinois Municipal Corporation

For Section 14:
Scott Niehaus
Village Manager
255 E. Ailson Ave.
Lombard, IL 60148-3969
630-620-5705
niehauss@villageoflombard.org"

Negotiator's Log

DETAILS

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01/27/2016

Received email from Vic stating: "On October 19, 2015 you delivered to Nicor a letter from the Village of Lombard (dated October 16, 2015) proposing changes to Nicor's standard Grant of Easement. The attached Grant of Easement has been marked to include: (a) changes proposed and accepted by Nicor; and (b) changes proposed and modified by Nicor. The changes and modifications are shown in "red" on the attached easement document and are noted below:

- 1) Change rejected; no change made.
- 2) Change approved as proposed; change made to document.
- 3) Change approved as proposed; change made to document.
- 4) Change approved subject to further modification; document modified accordingly.
- 5) Change approved subject to further modification; document modified accordingly.
- 6) Change approved subject to further modification; document modified accordingly.
- 7) Change to Commercial General Liability Provision is approved; change made to document. Change to Environmental/Pollution Liability Insurance Provision rejected; no change made.

A marked copy of the Village's letter is the second attachment. The Village's letter is marked to reflect the comments noted above.

On a related note, the Village has stated that it could find no documentation to support the occupation of Hill Street on Nicor owned property. The Village intends to remove and/or otherwise replace and expand the Hill Street Bridge on Nicor owned property. For that reason, Nicor includes a map attachment that shows: (i) in red outline, property currently owned by Nicor; (ii) in orange highlight, limits of the easement parcel originally requested by the Village; and (iii) in green highlight, the portion of Nicor's property currently occupied by Hill Street.

Nicor proposes that the Grant of Easement to the Village include all of easement originally requested by the Village (being that parcel highlighted in orange) and all of the parcel occupied by Hill Street over time and going forward (being that parcel highlighted in green). The fourth attachment is an expanded legal description covering both the orange and green parcels.

So long as the final form of the agreed Grant of Easement from Nicor to the Village includes the orange and green highlighted parcels, Nicor will accept the Village's original offer of compensation of \$1,800.00 for all rights granted under the agreed Grant of Easement.

Please review with the Village and if agreed, Nicor will prepare the final Grant of Easement document. We understand that you may want your Engineer or Surveyor to prepare an updated plat and/or legal description that accurately describes all of the orange and green highlighted parcels."

01/27/2016

Emailed Vic and Dave stating: "I have forwarded this to the Village to have reviewed by their attorney. I hope to be in touch shortly."

01/27/2016

Emailed Village (Miao) stating: "Great news. Nicor has agreed to the easement for the original \$1800 amount and is including rights to the Hill Street 'occupation.' Of course, the Village will need to review this agreement to let me know if they are in agreement with the revisions, the rejected provisions and the new 'restrictions' on the Hill Street bridge portion of the easement. If the attorney for the Village would like to negotiate the agreement, they should contact Nicor directly. (Vic's contact information is below.) Please let me know when we have a final agreement acceptable to the Village."

01/28/2016

Received email from Village (Miao) stating: "I will forward it to the Village attorney for review. What is the status on other easement agreements?"

02/04/2016

Emailed Village (Miao) stating: "Have you heard back from legal on the document? Please advise."

Negotiator's Log

DETAILS

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02/04/2016 Received email from Village (Miao) stating: "The Village attorney is reviewing the documents. I will let you know our comments."

02/10/2016 Emailed Village (Miao) stating: "Have you heard back from legal on the document? Please note that if the Village intends to make the March R/W certification, we need this document reviewed and resolved as soon as possible. Nicor will need several weeks to process the document for execution on their end. If we do not get them a response soon, we may be unable to get this signed in time to make the March certification. Please advise."

02/10/2016 Received email from Village (Miao) stating: "I just got the review comments back from the Village's attorney yesterday. we are fine with the Nicor's easement document except one request as following:

1. With respect to Section 11, the modified wording proposed by Nicor is acceptable; however, we request to insert a general public works email address (publicworks@villageoflombard.org) to which notice can be sent if by email."

02/10/2016 Emailed Vic stating: "The only comment we received was that with respect to Section 11, the modified wording proposed by Nicor is acceptable; however, the Village requests to insert a general public works email address (publicworks@villageoflombard.org) to which notice can be sent if by email. If we can get that done, how do you proceed? Will you be signing and sending signed documents for the Village to execute? Please advise."

02/16/2016 t/c w/ Vic. He said that he the documents ready for execution and was simply waiting on direction from Dave Behrens.

02/22/2016 Emailed Vic and Dave stating: "We are under the gun here to make the R/W certification for this project. IDOT now requires documents one week of advance to give them time to approve. The next R/W certification that we are attempting to make is March 9 which means we need to get a completed package to IDOT by March 2nd. This includes getting documents signed by Nicor and the Village and back to us by next Wednesday. Can you let me know where Nicor is at with this process? Can we get the final documents to start the execution process? Can they be signed in counterpart to expedite this matter? Please advise. Your attention and assistance to this matter would be greatly appreciated."

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02/22/2016

Received following email from Vic: "Attached is a document that when fully executed will grant the Village of Lombard the right to remove and replace the Hill Avenue bridge and roadway on and across Nicor Gas owned property at the East Branch of the DuPage River in Lombard, Illinois.

Instructions:

Please print duplicate originals of the attached easement document. Have both documents executed and notarized by appropriately authorized parties at the Village of Lombard.

Return both executed and notarized originals directly to me along with the appropriate insurance certificates and a check for the easement fee. Following execution of the easement document by Nicor Gas, one fully executed original will be returned to you.

It is important that your insurer read the insurance requirements carefully and provide the specifically required coverage.

The easement fee offered by the Village and accepted by Nicor is One Thousand Eight Hundred and 00/100 Dollars (\$ 1,800.00). The check should be made payable to Nicor Gas Company. A W9 is attached for your use.

If you have any questions regarding this document, please do not hesitate to call me."

02/22/2016

Sent following email to Village: "Attached is the Easement Agreement for Nicor Gas. Please have 2 copies of this Easement signed and notarized by the Village. Once signed by the Village, please let me know as we will need to have Nicor Gas sign and send one original to our office for recording. Since we are trying to make the IDOT certification, we will have you send the 2 copies of the signed Easement directly to Nicor for signature. Also, Nicor is requesting a copy of the appropriate insurance certificates.

Please process a check in the amount of \$1,800.00 made payable to Nicor Gas Company . Attached is a W9. We need a copy of the check by February 29th to send to IDOT for certification."

02/23/2016

v/c/w the Village (Ying Miao). I explained that we needed this Easement Agreement signed by the Village and also needed to send Nicor the appropriate insurance certificates along with the signed Agreement. She was going check on the insurance certificates. She also stated that she will drop the original Agreements off at Nicor and have them sign. I let her know I would provide her with the contact info for Nicor.

v/c/w Ying. She stated that the Village will not be able to sign until Thursday. She will deliver the signed Easement to Nicor for their signature either on Friday or Monday and will coordinate this with Nicor.

Emailed Ying contact info for Nicor (Vic Mednansky).

Sent following email to Ying: "Nicor is requesting the proof of insurance documents prior to signing the Grant of Easement. They have to send to their office in Atlanta for approval and this can take 3-5 days.

Please let me know if you can send them the insurance documents they need asap so we can start this process."

Received following email from Ying: "I will do what I can."

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02/23/2016

Sent following email to Vic: "I am coordinating with the Village to get this Grant of Easement signed and returned to you for signature. They will hand deliver this to you, therefore, I passed along your contact information so they can contact you directly.

Also, are you requiring the check for \$1800.00 before signing the Grant of Easement, or can this check be mailed to you after you sign?"

Received following email from Vic: "The check can be delivered to Nicor after the Village delivers duplicate signed originals to Nicor, or at the time that Nicor delivers one fully executed original to the Village, or very soon thereafter. More important, though, is that the Village deliver proof of insurance in the specific form and amounts stipulated in the easement agreement. Nicor/AGL policy is to have approved proof of insurance in-hand prior to delivering a fully executed document to the Grantee (Village). Such required proof of insurance must be routed to AGL HQ in Atlanta for review and approval before the fully executed document is released."

Sent followin email to Vic: "Do you know how long the proof of insurance approval will take? We are trying to meet IDOT's certification and will need the fully executed Grant of Easement by March 1st. "

Received following email from Vic: "3-5 days, if we can get Atlanta to do a quick turnaround. The easement itself could take a couple of days here in Naperville to secure the necessary signatures (hoping that the required parties will be in the office).

IF NECESSARY DUE TO TIMING, once Nicor receives the signed docs from the Village we would be glad to pen a formal email notifying IDOT that Nicor has agreed to grant the easement subject to completing its internal routing."

02/24/2016

Emailed Vic stating: "IDOT is going to require two additional items from Nicor:

1. Disclosure of Ownership for Publicly Traded Company (attached)
2. Resolution authorizing execution of documents. (I assume that Nicor has a standing resolution that will satisfy this concern.)

Please let us know if Nicor will be able to provide these items."

02/24/2016

Emailed Village (Miao) stating: "Please see below. Nicor is looking for your pollution coverage. They are requiring the entire insurance package before they process. Please advise as to status."

Received email from Village (Miao) stating: "I have mentioned to Robin that the environmental /pollution coverage will be provided by the general contractor for the project. The requirement has been added into the special provision of the project Specifications as attached. Please let me know if you have any questions."

02/24/2016

Received email from Vic stating: "This morning we received the attached COI. Thank you.

A reminder though is that this is only one element of the required insurances. The other is the Pollution Insurance.

When we have all required insurances, we will route the entire insurance package (as one) to Atlanta for review and approval."

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02/24/2016

Received email from Vic stating: "Regarding the requested Disclosure - I have discussed this matter with both Dave Behrens and Don Gadzala. Collectively, we do not recall an instance where Nicor has provided such a disclosure in any recent of comparable situation. As a note, Nicor (itself) is no longer a publicly traded company. As I understand the situation, Nicor (itself) is a subsidiary of a company that is part of the family of companies owned and controlled by AGL Resources. Nicor will not provide this document.

Regarding the requested Resolution - I have also discussed this matter with Dave Behrens and Don Gadzala. Since Nicor became a member of the AGL Resources family of companies, we do not recall that we have seen a resolution that provides the authorization that you are seeking. Mr Behrens said that he will check with Corporate to see if there is any written authorization available, but there is no guarantee as to how long that will research will take or if such a document is available. It may be necessary for the "Grantor's Notary" to suffice."

Emailed Vic stating: "As you may or may not be aware, this requirement is pursuant to State law (copy attached). If Nicor has donated R/W on previous projects, this requirement is waived. But so long as a payment is being made with State or Federal funds (as is the case in this situation), the disclosure cannot be avoided. Please note that in the Tollway scenario, Nicor did include a disclosure of this nature in the contract in Section 5 where it is stated: "Owner is a publicly traded company and not required to disclose owners with a beneficial interest pursuant to 605 ILCS 10/9.12." IDOT has indicated that a statement of this nature in an affidavit would be acceptable to them.

Regarding the resolution, could you let us know what your legal department is able to determine. Please let me know if we need to set up a call to discuss either of these items."

02/24/2016

Received email from Village (Miao) stating: "Please see the comments below from the Village's attorney. Please provide the correct version of the Agreement."

Attached was email from Atty Jason Guisinger stating: "The Nicor easement you sent Tom Bayer yesterday is not the correct version. In our negotiations, Nicor agreed to remove the commercial general liability insurance requirements for "Fire Legal Liability" and "Medical Expense" in Section 9 of the easement. Nicor removed these requirements from the draft of the easement I reviewed, but not the attached. This needs to be corrected."

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02/24/2016

Emailed Vic stating: "A couple of more issues were sent to me this morning while I was working on my last response.

Regarding the pollution coverage, the Village has stated that 'the environmental /pollution coverage will be provided by the general contractor for the project. The requirement has been added into the special provision of the project Specifications as attached.' Please advise if this is acceptable and that this will not hold us up from getting the documentation executed by Nicor.

In addition, the Village Attorney, Jason Guisinger (copied here), has stated that 'the Nicor easement you sent Tom Bayer yesterday is not the correct version. In our negotiations, Nicor agreed to remove the commercial general liability insurance requirements for 'Fire Legal Liability and 'Medical Expense' in Section 9 of the easement. Nicor removed these requirements from the draft of the easement I reviewed, but not the attached.' Could you revise the easement and provide us with a copy for execution? If this is not consistent with your understanding, could you or Nicor's legal department contact Jason to resolve? Jason can be reached at:

Jason A. Guisinger
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606
Ph: 312-984-6462
jaguisinger@ktjlaw.com

Thanks for your assistance and attention to his matter."

02/24/2016

Received email from Vic stating: "From Nicor's perspective, Nicor's transaction is with the Village, not IDOT. The easement consideration (\$1,800.00) is probably a relatively small amount of money in the scope of the entire project. Is the entire project funded by state or federal dollars? If not, perhaps the Village can consider paying the easement consideration from non-state or non-federal funded project monies."

Emailed Vic stating: "The project is being funded with Federal & State dollars so even if this acquisition was paid out of Village funds, the project and R/W acquisition needs to be certified by IDOT. Please be certain that the Village cannot undertake this project without the use of Federal and State funds. So long as a single dollar of Federal/State funds is used for the project, the Village cannot obtain its funding to construct this project unless IDOT certifies all elements of the project even those portions (such as acquisition) which are paid from local funds. As part of this requirement, IDOT will need to assure that the Village is complying with IDOT's policies and procedures, the requirements of the FHWA and Illinois law. Thus, compliance with the Illinois disclosure statute is required for this transaction. I hope this explains the requirement for the disclosure affidavit."

02/24/2016

Received email from Vic stating: "1) You and Mr Guisinger are correct regarding the two insurance deletions. All the changes "took" when I accepted them in Word, except the two insurance deletions referenced. Attached is a revised document for execution. Thank you for catching that.

2) Your question as to if it is acceptable for Grantee's general contractor to provide the environmental/pollution insurance instead of the Grantee, is not a new question. I have posed same to AGL's Insurance Manager in Atlanta. She is reviewing the easement document before she replies. I will share her response with you as soon as I see it."

02/24/2016

Received email from Vic stating: "Please provide a copy of the disclosure document in editable form."

Emailed Disclosure Affidavit to Vic stating: "Here you go. Thanks."

Negotiator's Log

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- 02/24/2016 Received following email from Ying: "The Village Manager will be available at work tomorrow. Please email the corrected Nicor's Agreement ASAP. I am planning on dropping off the Agreement to Nicor tomorrow once the VM signs off the Agreement."

Emailed revised Nicor Agreement to Ying.
- 02/25/2016 Received email from Vic stating: "Yesterday, Nicor Land sought specific direction from AGL's insurance manager regarding which party or parties are responsible for providing the pollution/environmental insurance (Village or Contractor or both). Just a few minutes ago we received the following response:

This is required of the Village and the Contractor."
- 02/25/2016 Emailed Village (Ming) stating: "Please see the email below from Nicor. Apparently, the Village will also need to provide the Pollution coverage. Please have the certificate of insurance reflecting this coverage forwarded to us and Nicor."
- 02/25/2016 Received email from Village Atty (Guisinger) stating: "Section 9 of the agreement specifically says that a contractor's policy is acceptable for the pollution policy, which trumps the general language of section 9 cited below. Perhaps we could simply add a sentence to Section 9 stating that the certificate of the contractor's policy will be delivered to Nicor after the contract is let and before any work begins."

Emailed Village Atty (Guisinger) and Village (Miao) stating: "Jason - If you would like to talk with Nicor about modifying this requirement, please feel free to do so. Please be aware that we have to have this finalized (meaning signed by both side) by Tuesday for us to make the R/W certification date from IDOT in order to make the April letting.

Ying - Please advise if you would like Jason to talk with Nicor or if the Village will provide this coverage."
- 02/25/2016 Received following email from Ying: "Please find the email below for the due date of submitting the easement documents to IDOT.

According to the Village of Attorney, I have to take the Nicor's Grant Easement to the Board of Trustee for approval on March 3, 2016. And also, Nicor requires that both the Village and the general contractor provide the pollution insurance coverage. To obtain the insurance, it will take a minimum of one week. I will provide the executed Agreement and the insurance certificate once they are ready.

Do you have a common street address for the Nicor's property? I need it for an ordinance of acquisition of the Nicor's property."

Sent following email to Ying: "There is no common street address. We are using: North side of Hill Avenue; portion of the DuPage River just north of the bridge."

Received email from Village Atty Bayer: "An Ordinance is not required to accept the easement from Nicor. All that is required is a motion by the Village Board, at a Village Board meeting."
- 02/29/2016 Sent following email to Ying: "Please let me know the status of this. Are you bringing this to the Board on the 3rd and delivering the documents to Nicor once you receive Board approval?"

Received following email from Ying: "Yes, I am. I will deliver it to Nicor on Friday, March 4."

Negotiator's Log

DETAILS

Job #: R-55-001-97
Parcel #: 0004 PE

02/29/2016 Sent email to Vic requesting status of Disclosure Affidavit.

Received email from Vic stating legal is looking at this issue.

03/02/2016 v/c/w Vic. He stated that once they get the original Easement Agreement on Friday (he will not be there but Dave Behrens will get it), they will get it signed by the VP. He said he would check and make sure the VP will be there on Monday to sign and then he will scan and send back to us, but he cannot guarantee anything. He also stated that he was still waiting for the Pollution Insurance Certificate before they would sign. Once they get the Pollution Certificate, he will send those to Atlanta for approval. He hopes the turn around will be quick, but again, cannot guarantee. I let him know that if he foresees any problems to give me a call so that we can let the Village know. I asked about the Disclosure and he said he had a Secretary's Certificate which I asked him to email me so that we can review.

Received email from Vic with copy of Secretary's Certificate.

Sent email to Vic requesting status of Disclosure.

Receive email from Vic stating working on it.

03/02/2016 Sent following email to Ying: "Please let me know the status of the Pollution Insurance Certificate. Nicor still needs this before they will sign."

Received following email to Ying: "We are working on it. Hopefully, I can get the Certificate either today or tomorrow."

Sent following email to Ying: "Please scan and email to Nicor (Vic and Dave) so they can route this to Atlanta for approval as soon as you get this. This needs approval from Atlanta before they will sign."

Received following email from Ying: "I don't know if I have Dave's email address. Can you please provide it."

Sent email to Ying with Dave's email address.

Received cc of email from Ying to Nicor attaching copies of Insurance Certificates.

03/03/2016 Received email from Vic stating: "For your records, we have been advised, and are pleased to share, that the two COI's delivered by the Village to Nicor yesterday satisfy the requirements of the easement document."

Received copy of email from Village (Miao) to Vic stating: "That sounds great. I will drop off two copies of the executed Easement Agreement tomorrow afternoon for your approval."

Negotiator's Log

DETAILS

Job #: R-55-001-97

Parcel #: 0004 PE

03/07/2016

Received copy of email from Village (Miao) to Vic stating: "I hope you had a nice weekend. I dropped off two original executed the Nicor's Grant of Easement Agreement for the Hill Ave Bridge Project to the Nicor office building in Naperville last Friday, 3/4/16. The guard in the front desk said he will deliver it to you. Would you please keep me updated on the status of the process of the Agreement?"

Received copy of email from Vic to Village (Miao) stating: "The package was on my desk when I arrived this morning. We are working on securing the signatures on remaining necessary documents. I will keep you advised."

Emailed Vic stating: "When you get the signed originals, can you email me copies so we can start our processing with IDOT?"

03/07/2016

Received following email from Vic: " Attached is a pdf of each of three documents related to a grant of easement to the Village of Lombard for reconstruction of the Hill Ave Bridge over the East Branch of the DuPage River and across Nicor Gas owned property in Lombard, Illinois.

The three attachments are:

- 1) A fully executed original Grant of Easement.
- 2) A signed and notarized Disclosure of Ownership (Nicor Gas Company).
- 3) A Certificate of Corporate Secretary identifying Jim Griffin as a Vice President of Nicor Gas Company.

As stated in a previous email, Nicor has reviewed and accepted the two insurance certificates previously offered by the Village of Lombard.

Remaining to be provided to Nicor Gas prior to commencement of any work on Nicor property is proof of all insurances required of the Village's contractor under the terms of the grant of easement. To be delivered to Nicor Gas, is a check for the easement fee (\$ 1,800.00). This should be delivered prior to commencement of any work on Nicor property.

Please direct the Village's contractor to read and familiarize itself with all pertinent provisions of the grant of easement, in particular safety and construction and notice provisions as they relate to work on Nicor property and protection of existing Nicor owned and operated natural gas transmission and distribution facilities. Please direct the Village's contractor to share that information with its subcontractors.

I will be glad to arrange FedEx delivery of the original easement and disclosure documents if you advise whether they should be sent to your office or directly to the Village. If a representative of Santacruz Associates or the Village of Lombard would rather pick up the original document, please let me know.

Thank you."

Sent following email to Vic: "Thank you for sending copies of the executed documents. Please FedEx the original documents to our office.

If you have any questions, please contact me."

Received following email from Vic: "Will do."

Certification of Negotiator's Report

I hereby certify that each of the foregoing entries reflects a memorandum of the act, transaction, occurrence, or event above described made in the regular course of business and it is my business practice to make such memorandum at the time of such act, transaction, occurrence, or event or within a reasonable period of time thereafter.



J. Steve Santacruz

Dated: March 8, 2016

OTHER INTERESTED PARTIES

Victor Mednansky
Nicor Gas Company
1844 Ferry Road
Naperville, IL 60563
630-388-2973
(vmednan@aglresources.com)



Waiver Valuation

Route Hill Avenue over the East Branch of the DuPage River
Section 10-00154-00-BR
County DuPage
Project BRM9003 (696)
Job No. -
Parcel 0004 PE
Unit Local Roads

[X] Original [] Supplement No.

Based on the review of available data, an appraisal is unnecessary because the valuation is not complex and the value is not expected to exceed \$10,000.00, and as directed under 49 Code of Federal Regulations, Part 24.2(a)(33) and 24.102(c)(2).

- 1. Owner's Name, Address and Telephone: Nicor Gas aka Northern Illinois Gas Company, an Illinois Corporation P.O. Box 190 Aurora, IL 60507
2. Tenant's Name, Address and Telephone: N/A
3. Identification of Property: North side of Hill Avenue; portion of the DuPage River just north of the bridge PIN: 05-12-207-031

4. Inspection Date: 6/26/2015 4a. By: D. White
5. Present Use: Vacant/Utility 5a. Highest and Best Use: Vacant/Utility
6. Zoning: Not zoned 6a. Farmland Preservation Act: n/a

7. Area of Whole 0.075 / 3,267 (ac./s.f.) Permanent Easement: 0.021 / 893 (ac./s.f.)
Total ROW: n/a (ac./s.f.) Temporary Easement: n/a (ac./s.f.)
Net New ROW: n/a (ac./s.f.) Area of Remainder: 0.075 / 3,267 (ac./s.f.)
Existing ROW: n/a (ac./s.f.)

8. Sales Considered: Land Sales No. 1 thru No. 4. Unit land value of \$4.00 per square foot.
9. Fair Market Value of Property Taken (including improvements) as Part of the Whole: \$ n/a
10. List Improvements and Type of Land

11. Damage to the Remainder: \$ n/a
12. List Items of Damage:

13. Compensation for P.E.: \$ 1,800
Remarks: Value diminution opined at 50% of the unit land value

14. Compensation for T.E.: \$ n/a
Remarks:

15. Total Compensation: \$ 1,800
Preparer's Signature: [Signature] Date: 6/26/2015
Agency Representative: [Signature] Date: 6/29/15

IL General 553.000624 9/30/2015 Jurisdictional Exception Certification Attached: [] Yes [X] No
Lic. Type & No. Exp. Date

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photo: 6/26/15

Photograph By: D. White

Camera Facing: East

Description: PE area.



Date of Photo: 6/26/15

Photograph By: D. White

Camera Facing: North

Description: PE area.

LAND SALE NO.1

Location: 30 W Talbot Rd., Warrenville IL 60555
PIN/Legal: 04-33-204-063
Record Doc. No.: R2014-022296
Grantor: Synergy Property Holdings, LLC
Grantee: Liv Real Estate, LLC
Verified by: Special Warranty Deed, PTAX, CoStar
Sale Date: December 2013
Sale Price: \$85,000
Unit Sale Price: \$0.92 per sq. ft. of land
Land Size: 92,489 sq. ft. or 2.12 acres
Wetlands/Floodplain:: None/None
Utilities: All public utilities available

LAND SALE NO.2

*This sale included a ±1,260 s.f. building and a 1 car detached garage that contribute only a nominal amount
Location: 849 S. River St., Batavia, IL 60510
PIN/Legal: 12-27-251-026
Record Doc. No.: 2009K075800
Grantor: Gregory K. Votava, Richard S. Votava, Steven J. Votava, and Deborah L. Paulsen
Grantee: Martin Farm Holding LLC #12
Verified by: Warranty Deed, PTAX, CoStar
Sale Date: October 2009
Sale Price: \$406,000
Unit Sale Price: \$4.71 per sq. ft. of land
Land Size: 86,249 sq. ft. or 1.98 acres
Wetlands/Floodplain: Approximately 20%of the site is located within the 100 and 500 year floodplain.
Utilities: All public utilities available

LAND SALE NO.3

Location: 30 W Talbot Rd., Warrenville IL 60555
PIN/Legal: 04-33-204-063
Record Doc. No.: R2008-166146
Grantor: PKB Group, L.P., a Delaware limited partnership
Grantee: Laser Holdings, LLC, a Florida limited liability company
Verified by: Special Warranty Deed, PTAX, CoStar
Sale Date: October 2008
Sale Price: \$175,000
Unit Sale Price: \$1.89 per sq. ft. of land
Land Size: 92,489 sq. ft. or 2.12 acres
Wetland/Floodplain: None/None
Utilities: All public utilities available

LAND SALE NO.4

*This sale has subsequently been developed with a ±40,084 sq. ft. industrial building and typical site improvements.

Location: 1695 Glen Ellyn Rd., Glendale Heights, IL 60139
PIN/Legal: 02-26-401-039 (-034 at time of sale)
Record Doc. No.: R2011-058400
Grantor: The Harrier Company, LLC
Grantee: Glen-Lando, LLC
Verified by: Warranty Deed, PTAX, CoStar
Sale Date: April 2011
Sale Price: \$1,475,595
Unit Sale Price: \$6.25 per sq. ft. of land
Land Size: 236,095 sq. ft. or 5.42 acres
Wetland/Floodplain: None/None
Utilities: All public utilities available

Client: Village of Lombard
Intended Users: Village of Lombard
Intended Use: Waiver of Valuation, as directed under 49 Code of Federal Regulations, Part 24.2(a)(33) and 24.102(c)(2), valuations under \$10,000.
Objective: Provide a valuation of the area to be acquired, reported within a restricted appraisal report as outlined in the Uniform Standards of Professional Practice; and under the Wavier Valuation Process as outlined in CFR 49 for the Federal Highway Administration.
Effective Date: The date of value is the last date of inspection as indicated on page 1.
Report Type: Restricted Use Report, as defined by USPAP Standard Rule 2-2.
Comments: Steve Santacruz, agent for the Village of Lombard is the contact person for this assignment. The estimated exposure time is 6 to 9 months. The subject is primarily floodway and floodplain.

CERTIFICATION

- I hereby certify that to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions, and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.

STATEMENT OF CONTINGENT AND LIMITING CONDITIONS

1. This appraisal covers the property as described in this report and the areas and dimensions as shown herein are assumed to be correct.
2. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the appraiser render any opinion as to the title which is assumed to be good and marketable. The property is appraised as though under responsible ownership and competent management.
3. Any sketch or map in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The appraiser has made no survey of the property.
4. The appraiser is not required to give testimony or to appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefore.
5. The appraiser assumes that there are no hidden or apparent conditions of the property, subsoil or structures which would render the property more or less valuable. The appraiser assumes no responsibility for such conditions, or for the engineering which might be required to discover such factors.
6. The subject property is assumed to have potable water.
7. Information, estimates and opinions furnished to the appraiser and contained in the report were obtained from sources considered to be reliable and are believed to be true and correct. However, the appraiser for the accuracy of such items furnished the appraiser can assume no responsibility.
8. Neither all nor any part of the content of this report, nor a copy thereof, shall be used by anyone but the client for whom the report has been prepared without the previous written consent of the appraiser; nor shall it be conveyed by anyone to the public, through advertising or other means, without the written consent and approval of the appraiser.
9. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, radon gas, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required discovering them.
10. It is assumed that the construction and use of the appraised property improved, complies with all public authorities having jurisdiction, including but not limited to applicable federal, state, municipal and local environmental impact or energy laws or regulations.
11. Separate allocation between land and improvements, if applicable, represents the judgment of the appraiser only under existing utilization of the property. A re-evaluation should be made if the improvements are moved or substantially altered, and the land utilized for another purpose.
12. Mechanical equipment, if applicable, is assumed to be in working condition. The appraiser has conducted no test of the mechanical equipment and hence makes no warranty of said equipment.
13. The value of the property is expressed in U.S. currency as of the date of valuation, and is subject to any future changes which may occur in the value of the U.S. dollar.
14. No change of any item in the report shall be made by anyone other than the appraiser and the appraiser shall have no responsibility for any such unauthorized change.
15. I have no bias with the respect to the property that is the subject of this report or the parties involved with this assignment.
16. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
17. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may, or may not, be the market value of the component.



Map provided by the DuPage GIS
Application. All rights reserved.
© 2011 DuPage County, Illinois
All other rights reserved.
DuPage County, Illinois
100 North LaSalle Street
Chicago, IL 60602
www.dupage.org
Map Date: 01/11/2011

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

P:\2010\ME10013_HillAve_BLA\Survey\Legals\P0004PE.doc

Santacruz Land Acquisitions



2650 Valor Drive • Glenview, IL 60026

Writer's Email Address:
robin@Santacruz-Associates.com
Writer's Direct Line:
847-868-9622

Date: March 15, 2016

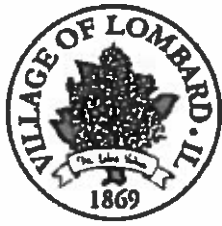
To: Wheatland Title Guaranty Company – Jodi Garrard

From: Robin G. Weber

RE: LPA: Village of Lombard
Your File No: MPS-2011DP-2507.0
Parcel No.: 0004 PE

Job No.: R-55-001-97

-
- Please record the following conveyance document(s).
- | | |
|--|--|
| <input type="checkbox"/> Warranty Deed | <input type="checkbox"/> Quit Claim Deed |
| <input type="checkbox"/> Trustee's Deed | <input checked="" type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Temporary Construction Easement | <input type="checkbox"/> Dedication |
- Please record the following document(s).
- Partial Release of Mortgage
- _____
- Please issue a later date commitment through the recording date.
- We have attached the necessary real estate transfer declaration forms and any required municipal transfer tax stamps.
- Please send us a title insurance policy through the recording date when you are able to complete a search through the recording date consistent with the attached schedule of title exceptions. **The policy amount should be for \$1,800.00.** We have attached any documents necessary to have you waive an exception noted in the attached schedule.
- As soon as possible after recording the document, please provide us with a confirmation of the recording with a document number and recording date by facsimile or email.
- Please return the original recorded document to this office.
- Invoicing for this matter should be directed to: Village of Lombard
 Santacruz Land Acquisitions



VILLAGE OF LOMBARD

255 E. Wilson Ave.
Lombard, Illinois 60148-3926
(630) 620-5700 Fax (630) 620-8222
www.villagenflombard.org

October 16, 2015

Village President
Keith T. Giagnorio

Mr. Victor Mednansky
Nicor Gas Company
Land Services Department
1844 Ferry Road
Naperville, Illinois 60563

Village Clerk
Sharon Kuderna

Re: Hill Avenue Bridge
Easement Acquisition: Nicor Gas – Parcel 00004 PE

Trustees
Dan Whittington, Dist. 1
Michael A. Fugiel, Dist. 2
Reid Foltyniewicz, Dist. 3
Bill T. Johnston, Dist. 4
Robyn Pike, Dist. 5
William "Bill" Ware,
Dist. 6

The Hill Avenue Bridge is located approximately 0.13 miles west of I-355, over the east branch of the DuPage River. Due to the deteriorating condition of the bridge, IDOT has determined that the structure is considered structurally deficient and in need of a complete replacement.

This improvement requires a right of way acquisition of the above referenced parcel. During the acquisition process, the Nicor Gas has discovered that no documents have authorized the Hill Avenue to occupy the south 33 feet of the parcel 00004. Herein, the Village requests the grant of rights for the Hill Avenue at this location. The Village has reviewed the Nicor's current standard form of easement for highway improvements provided by Santacruz Land Acquisitions. The Village offers following comments for your consideration:

Village Manager
Scott R. Niehaus

1. In Section 5(a), it states "Grantee agrees to reimburse the reasonable cost of such Grantor's representative." The Village wants to revise the statement: The Grantee agrees to reimburse direct expenses incurred by Nicor's for any outsourced representative on site, such as a consultant, but to reimburse for salaries and benefits due to the Nicor's employees.
2. In the first sentence of Section 5(h), the word "be" should be inserted between "will" and "introduce."
3. The Village needs the phone number of the Nicor Asset Protection Agent as referenced in Section 5(r).
4. In Section 8, the Village requests to change the last sentence of the first paragraph of Section 8 to read "are caused by the willful misconduct, gross negligent acts or negligent acts of Grantor, its successors or assigns."
5. A sentence to be added to Section 11 stating that "The Grantor shall provide the Grantee with a written thirty (30) notice of any activities performed by the Grantor on the Easement Premises that will obstruct vehicular traffic on Hill Avenue."
6. Add a Section to the Agreement stating that "Prior to the Grantee reimbursing the Grantor for any costs under this Agreement, the Grantor shall provide the Grantee with a detailed invoice itemizing the costs subject to reimbursement."

"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."

"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."

7. Items (D) and (E) under the commercial general liability section at the bottom of page 7 need to be removed from the easement agreement. Also, the Village requests to remove the environmental/pollution liability insurance requirement from page 8.

If you have any questions, please feel free to contact me at 630-620-5740, or via email at goldsmithc@villageoflombard.org or at the above address.

Very Truly Yours,

A handwritten signature in black ink, appearing to be 'Carl Goldsmith', written over a horizontal line.

Carl Goldsmith

Director of Public Works

Santacruz Land Acquisitions



2650 Valor Drive • Glenview, IL 60026

Writer's Email Address:
jsteve@Santacruz-Associates.com
Writer's Direct Line:
847-868-9620

July 28, 2015

Mr. David Behrens
Nicor Gas aka Northern Illinois Gas Company
Land Services Department
1844 Ferry Road
Naperville, IL 60563

RE: Offer Package Letter
Route: Hill Ave
Section: over DuPage River
DuPage County
Job No.: R-55-001-97
Parcel: 0004 PE

Dear Mr. Behrens:

The Village of Lombard ("Village") proposes to improve Hill Avenue bridge over DuPage River in DuPage County, IL. This improvement requires the acquisition of the above referenced parcel consisting of:

- 0.021 / 893 acres/square feet of land as a permanent easement

Public records indicate the subject property is owned by Nicor Gas aka Northern Illinois Gas Company.

You are being provided with the following documents for your consideration:

- Waiver Valuation
- Legal description of the premises to be acquired
- Title Commitment
- Basis for Computing Total Approved Compensation and Offer to Purchase
- Right of Way Plat

In addition you are being provided with the following pamphlets:

- "A Landowner's Guide to Land Acquisition by the State and Eminent Domain," and
- "Highway Improvements and Property Rights."

July 28, 2015
Page 2



I will call you in a couple of days to set up a date and time to meet with you in order to review the enclosed documents. Please note I cannot provide specific legal advice or specific legal referrals. You may reach me at 847-868-9620, or via email at jsteve@santacruz-associates.com, if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Steve Santacruz', with a stylized flourish at the end.

J. Steve Santacruz

cc: Negotiation File

Enclosures



VILLAGE OF LOMBARD

255 E. Wilson Ave.
Lombard, Illinois 60148-3926
(630) 620-5700 Fax (630) 620-8222
www.villageoflombard.org

July 22, 2015

Village President
Keith T. Giagnorio

Village Clerk
Sharon Kuderna

Trustees
Dan Whittington, Dist. 1
Michael A. Fugiel, Dist. 2
Reid Foltyniewicz, Dist. 3
Bill T. Johnston, Dist. 4
Robyn Pike, Dist. 5
William "Bill" Ware,
Dist. 6

Village Manager
Scott R. Niehaus

"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."

"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."

Mr. David Behrens
Nicor Gas
Land Services Department
1844 Ferry Road
Naperville, IL 60563

RE: Introductory Letter
Route: Hill Ave
Section: over DuPage River
DuPage County
Job No.: R-55-001-97
Parcel: 0004 PE

Dear Mr. Behrens:

The Village of Lombard ("Village") proposes to improve Hill Avenue bridge over DuPage River in DuPage County, IL. This improvement requires the acquisition of the above referenced parcel consisting of:

- 0.021 / 893 acres/square feet of land as a permanent easement

Public records indicate the subject property is held in title by Nicor Gas aka Northern Illinois Gas Company.

The purpose of this letter is to introduce J. Steve Santacruz of Santacruz Land Acquisitions. Mr. J. Steve Santacruz represents the Village in negotiating the acquisition of the parcel with you. Mr. J. Steve Santacruz may be contacted at 847-868-9620, or via email at jsteve@santacruz-associates.com. He will be contacting you in the near future in order to arrange an appointment to meet at a mutually convenient time and location to present the formal offer package to you.

If you have any questions of the Village regarding the authority and procedures of the Village in acquiring property under eminent domain and the property owner's rights under those procedures, please feel free to contact Ms. Ying Miao at 630-620-5740, or via email at miaoy@villageoflombard.org or at the above address.

Very Truly Yours,

Ying Miao
Civil Engineer
cc: Negotiation File

ROW AUDIT SHEET

Parcel No.: 0004 PE
Route: Hill Ave
County: DuPage

Section: over DuPage River
Job No.: R-55-001-97
Project No.: BRM9003(696)

Property Owner (I): David Behrens

Property Owner (E): Nicor Gas aka Northern Illinois Gas Company ✓

Mailing Address: Land Services Department
1844 Ferry Road
Naperville, IL 60563

Phone: 630-388-2971

Property Address: North side of Hill Avenue; portion of the DuPage River just north of the bridge

PIN: 05-12-207-031
Highest & Best Use: Vacant/Utility

Lot Size	0.075 / 3267 ✓		
Add'l ROW	/	PE	0.021 / 893 ✓
Existing ROW	/	TE	/
Total ROW	/	Term of TE:	/
Fee/Dedication			

Value of the Whole		TE	\$1,800.00
FMV of Fee		Written	One Thousand Eight Hundred
Damage		PE	1,800.00
Total Fee		Written	ONE THOUSAND EIGHT HUNDRED
Written			
Total Comp	\$1,800.00	Original	\$1,800.00 ✓
Written	One Thousand Eight Hundred		

Title File No.: MPS-2011DP-2507.0 ✓
Appraisal Approval:

Title Date: 8/29/2011 ✓

Land Trust Officer:
Bene Addr: ,

Phone: Email:

Add'l Contact: Victor Mednansky (vmednan@agresources.com)
Phone: 6303882973
Address: Nicor Gas Company, 1844 Ferry Road, Naperville, IL 60563

Appraiser: David W. White

Reviewer:

Approved: JSI

OLD PARCEL W/ SAME OWNERSHIP

ROW AUDIT SHEET

Parcel No.: NW-6B-13-015.P
Route: I-90
County: Cook

Section: East Corridor
Job No.: I-11-4016
Project No.: I-90 East Corridor

Property Owner (I): David Behrens

dbehrens@agresources.com

Property Owner (E): Northern Illinois Gas Company

Mailing Address: Land Services Department
1844 Ferry Road
Naperville, IL 60563

Phone: 630-388-2971

c: 630-514-6355

Property Address: 2800 Shoe Factory Road, Hoffman Estates, IL

PIN: 06-01-200-011
Highest & Best Use: Utility Corridor

Lot Size	3.917 / 170625		
Add'l ROW	0.000 /	PE	2.027 / 88281
Existing ROW	0.000 /	TE	0.000 /
Total ROW	0.000 / 0	Term of TE:	/
Fee/Dedication			

Value of the Whole	\$1,700,000.00	TE	
FMV of Fee		Written	
Damage		PE	\$442,500.00
Total Fee	\$0.00	Written	Four Hundred Forty Two Thousand Five Hundred
Written			
Total Comp	\$442,500.00	Original	\$442,500.00
Written	Four Hundred Forty Two Thousand Five Hundred		

Title File No.: IST-2013CO-9563.0
Appraisal Approval: 9/17/2014

Title Date: 4/24/2015

Land Trust Officer:
Bene Addr: ,

Phone: **Email:**

Add'l Contact: Victor Mednansky (vmednan@agresources.com)
Phone: 630-388-2973
Address: Nicor Gas Company, 1844 Ferry Road, Naperville, IL 60563

Appraiser: Keith T. Tadrowski

Reviewer: David W. White

Approved: _____

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:

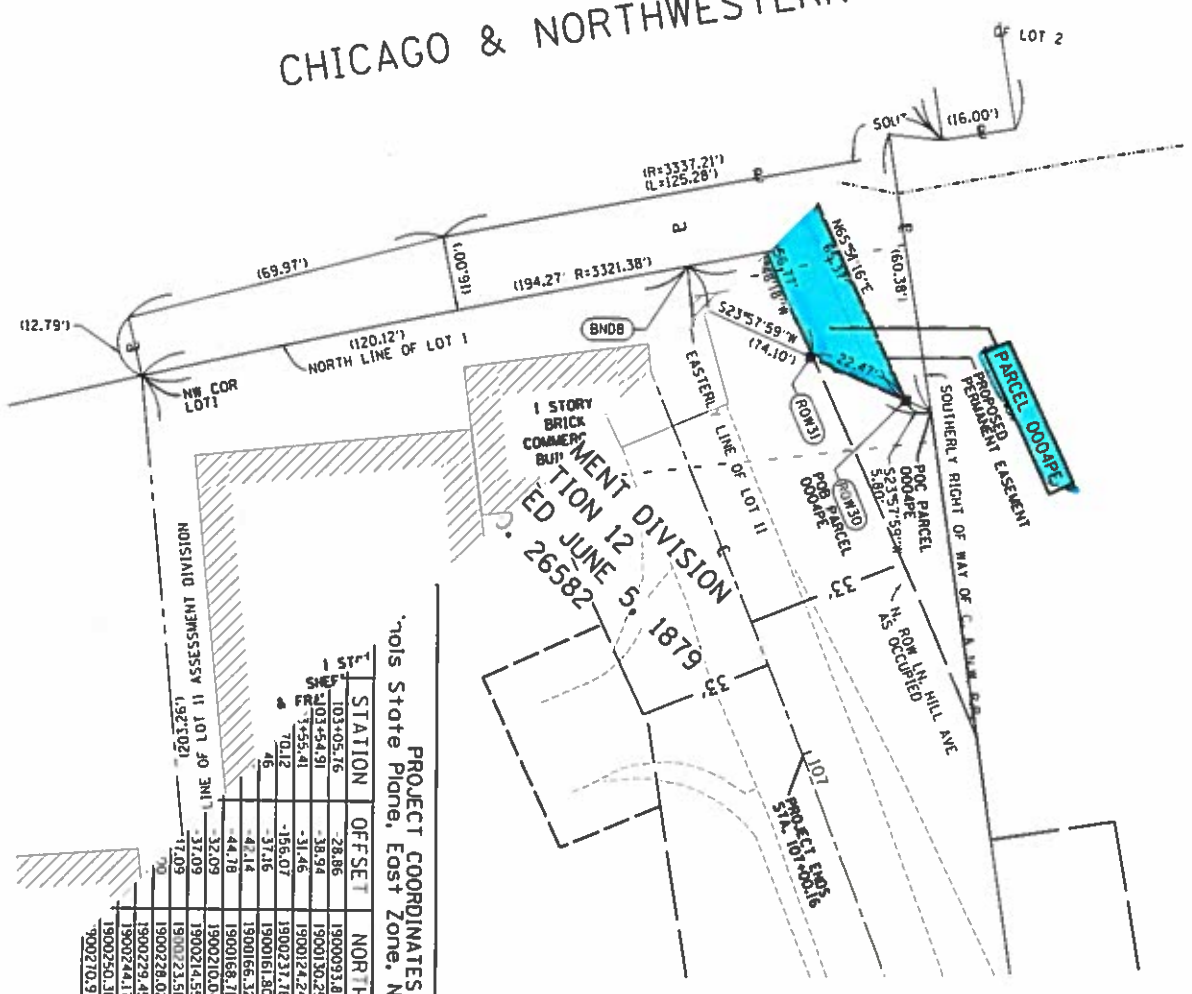
Commencing at the point of intersection of the easterly line of said Lot 11 with the southerly right of way line of the Chicago and Northwestern Railroad; thence South 23 degrees 57 minutes 59 seconds West, 5.80 feet along the easterly line of said Lot 11 to the point of beginning; thence South 23 degrees 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

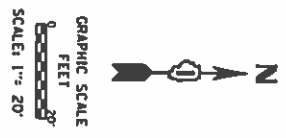
P:\2010\ME10013_HillAve_BLA\Survey\Legals\P0004PE.doc

CHICAGO & NORTHWESTERN RAILROAD



PROJECT COORDINATES
 Illinois State Plane, East Zone, NAD 83 (2007)

STATION	OFFSET	NORTH	EAST
103+05.76	-28.86	1900093.864	1064819.355
103+54.91	-38.94	1900130.255	1064855.580
1+55.41	-31.46	1900124.244	1064860.065
70+12	-156.07	1900237.787	1064806.385
46	-37.16	1900161.808	1064910.398
47.14	-47.14	1900156.322	1064908.251
44.78	-44.78	1900168.714	1064907.114
32.09	-32.09	1900210.041	1065011.829
37.09	-37.09	1900214.557	1065009.682
17.09	-17.09	1900223.587	1065005.387
0	0	1900228.026	1065048.353
1900229.458		1900229.458	1065048.500
1900244.174		1900244.174	1065050.009
1900250.387		1900250.387	1065100.538
900270.916		900270.916	1065103.664



2and4.dgn
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