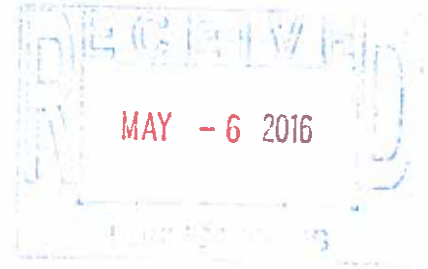


Writer's Email Address:
robin@Santacruz-Associates.com
Writer's Direct Line:
847-868-9622

TRANSMITTAL MEMORANDUM

TO: Ying Miao
FROM: Robin G. Weber
RE: Route: Hill Ave
Section: over DuPage River
County: DuPage
Job No.: R-55-001-97



DATE: May 2, 2016

Enclosed please find:

 x Recorded Conveyance Documents. Should be added to the parcel files we previously sent you.

Parcels: 0002 PE & TE & 0004 PE

 y Title Insurance Policies. Should be added to the parcel files we previously sent you.

Parcels: 0002 PE & TE & 0004 PE

Please contact me at 847-868-9622 or email at robin@Santacruz-Associates.com if you have any questions.



Fidelity National Title Insurance Company

POLICY NO.: 4475-1-MPS-2011DP-2506-2016.27306-95632235

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. *Title being vested other than as stated in Schedule A.*
2. *Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from*
 - (a) *A defect in the Title caused by*
 - (i) *forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;*
 - (ii) *failure of any person or Entity to have authorized a transfer or conveyance;*
 - (iii) *a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;*
 - (iv) *failure to perform those acts necessary to create a document by electronic means authorized by law;*
 - (v) *a document executed under a falsified, expired, or otherwise invalid power of attorney;*
 - (vi) *a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or*
 - (vii) *a defective judicial or administrative proceeding.*
 - (b) *The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.*
 - (c) *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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.*
3. *Unmarketable Title.*
4. *No right of access to and from the Land.*
5. *The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to*
 - (a) *the occupancy, use, or enjoyment of the Land;*
 - (b) *the character, dimensions, or location of any improvement erected on the Land;*
 - (c) *the subdivision of land; or*
 - (d) *environmental protection**if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.*
6. *An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.*
7. *The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.*
8. *Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.*
9. *Title being vested other than as stated Schedule A or being defective*
 - (a) *as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or*
 - (b) *because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records*
 - (i) *to be timely, or*
 - (ii) *to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.*



10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company



By:

Gregory M. P. L.

ATTEST

President

[Signature]

Secretary

Countersigned: *John D. Ammons*
Authorized Signatory
JOHN D AMMONS

4475IL MPS-2011DP-2506
Aurora Wheatland Companies, Incorporated
105 West Veterans Parkway
Yorkville, IL 60560
Tel: (630) 892-2323
Fax: (630) 892-2390

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



Prepared For:

Santacruz Land Acquisitions
2650 Valor Drive
Glenview, IL 60026

Effective Date of Policy: March 04, 2016

WTG File Number: MPS-2011DP-2506.0
Effective Date: March 04, 2016
Section: 12
Township: 39N
Range: 10E
County: Du Page

Customer Reference(s):

Project: Hill Ave Bridge
Parcel: 0002

Tax Parcel Number(s):05-12-207-038 (pt)

Prior Title: G. Vincent Cuyler and Barbara J. Cuyler, husband and wife, as joint tenants, as to Parcel 1, and G. Vincent Cuyler and Barbara J. Cuyler, his wife, as to Parcel 2

-- FOR OFFICE USE ONLY

Policy Number: 27306-95632235
Effective Date: March 04, 2016
WTG Number: MPS-2011DP-2506.0

04/11/2016

WTG File Number: MPS-2011DP-2506.0
Prior Title: G. Vincent Cuyler and Barbara J. Cuyler, husband and wife,
as joint tenants, as to Parcel 1, and G. Vincent Cuyler and
Barbara J. Culyer, his wife, as to Parcel 2
Project: Hill Ave Bridge
Parcel: 0002

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER FORM
-Schedule A-**

Policy Number: 27306-95632235
Effective Date: March 04, 2016

Amount of insurance: \$1,300.00

1. Name Insured:

Village of Lombard

2. The estate or interest in the land described herein and which is covered by this policy is, at the effective date hereof, vested in the name insured and is A Grant of Permanent Easement

3. The land referred to in this policy is described as follows:

See Attached Page 2 of Schedule A

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

Wheatland Title Guaranty Co. By



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

Agent for:
Fidelity National Title Insurance Company

04/11/2016

WTG File Number: MPS-2011DP-2506.0
Prior Title: G. Vincent Cuyler and Barbara J. Cuyler, husband and wife,
as joint tenants, as to Parcel 1, and G. Vincent Cuyler and
Barbara J. Culyer, his wife, as to Parcel 2
Project: Hill Ave Bridge
Parcel: 0002

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER FORM
-Schedule A-**

Policy Number: 27306-95632235

LEGAL DESCRIPTION

THAT PART OF LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, OF PART OF LOT 11 IN THE ASSESSMENT DIVISION OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, BEARINGS BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2007 ADJUSTMENT) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 53 DEGREES 16 MINUTES 01 SECONDS EAST, 113.60 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 2 TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE NORTH 64 DEGREES 34 MINUTES 01 SECONDS EAST, 112.32 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING; THENCE NORTH 25 DEGREES 25 MINUTES 59 SECONDS WEST, 15.00 FEET; THENCE NORTH 65 DEGREES 14 MINUTES 00 SECONDS EAST, 49.14 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTH 5 DEGREES 51 MINUTES 22 SECONDS WEST, 14.79 FEET ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 58 DEGREES 52 MINUTES 14 SECONDS WEST, 18.00 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 2 TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE SOUTH 64 DEGREES 34 MINUTES 01 SECONDS WEST, 23.54 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 0.015 ACRES, MORE OR LESS. SITUATED IN THE COUNTY OF DUPAGE, IN THE STATE OF ILLINOIS.

PERMANENT TAX NUMBER: 05-12-207-038 (pt)

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-2506.0
Previous TVI: Village of Lombard

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER FORM
-Schedule B-**

Policy Number: 27306-95632235

This policy does not insure against loss or damage by reason of the following exceptions:

STANDARD EXCEPTIONS

1. The lien of taxes the year 2015 and thereafter.
PERMANENT TAX NUMBER: 05-12-207-038 (pt)
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or any other matters which would be disclosed by an accurate survey or inspection of the premises.
5. 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.

SPECIAL EXCEPTIONS

1. 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.
2. Confirmed Special Assessments, if any, not certified to by the Company.
3. Financing Statements, if any, not certified to by the Company.
4. An Easement dated August 7, 1996 and recorded August 7, 1996 as Document No. R96-130289 made by G. Vincent Cuyler and Barbara J. Cuyler to AT&T Corporation recorded in the Du Page County Recorder's Office.
5. Ordinance No. 5991 Granting a Conditional Use Permit dated March 1, 2007 and recorded April 6, 2007 as Document No. R2007-064117 made by Village of Lombard recorded in the Du Page County Recorder's Office.

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-2506.0
Previous TVI: Village of Lombard

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER FORM
-Schedule B-**

6. Ordinance No. 6401 Authorizing the Execution of a Disconnection agreement dated October 15, 2009 and recorded October 28, 2009 as Document No. R2009-163401 made by Village of Lombard recorded in the Du Page County Recorder's Office.
7. Ordinance No. 6402 Disconnecting Certain Property dated October 15, 2009 and recorded October 28, 2009 as Document No. R2009-163402 made by Village of Lombard recorded in the Du Page County Recorder's Office.
8. Resolution No. 34-11 Authorizing Intergovernmental Agreement between the Village of Lombard and the Village of Glen Ellyn dated October 7, 2010 and recorded October 15, 2010 as Document No. R2010-140097 made by Village of Lombard recorded in the Du Page County Recorder's Office.
9. An Ordinance Authorizing the Execution of a Boundary Line Agreement with the Village of Lombard made by the Village of Glen Ellyn recorded as document R2012-092711 and the terms and conditions of said Agreement.
10. Terms and conditions of an Ordinance Authorizing the Execution of a Boundary Line Agreement with the Village of Glen Ellyn made by the Village of Lombard recorded as document R2012-092712 and the terms and conditions of said Agreement.
11. Terms and conditions of an Ordinance Approving an Annexation Agreement made by the Village of Glen Ellyn recorded as document R2013-149932 and the terms and conditions of said Agreement.
12. Note: This tax parcel number covers more than the property in question.

-End Schedule B-

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

Agent for:
Fidelity National Title Insurance Company

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase,

lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and

27306 (6/06)

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ALTA Owner's Policy (6/17/06)

AMERICAN
LAND TITLE
ASSOCIATION



it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

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

OTHER
R2016-020770

FRED BUCHOLZ
COUNTY RECORDER
DUPAGE COUNTY, IL
RECORDED ON
03/04/2016 09:50 AM
05-12-207-038
PAGES: 4
RHSP
40.00

PERMANENT EASEMENT
(Individual)

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

See attached legal description.

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

Glen Ellyn IL 60137 - Vacant Land
situated in the County of DuPage, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor does not possess rights of Homestead in the premises.

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

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

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

PERMANENT EASEMENT
(Individual)

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

See attached legal description.

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Glen Ellyn IL 60137 - Vacant Land
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Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

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

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

Dated this 16 day of FEBRUARY, 2016.

By: G. Vincent Cuyler
Signature

By: Barbara J. Cuyler
Signature

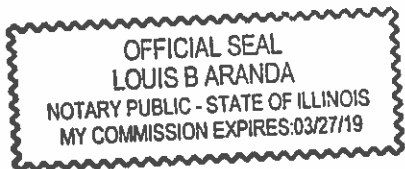
G. Vincent Cuyler

Barbara J. Cuyler

State of ILLINOIS)
County of DUPAGE) ss

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

(SEAL)



[Signature]
Notary Public

My Commission Expires: 3/27/19

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

~~and after recording, mail this instrument to:~~

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

Return To:
Wheatland Title Guaranty
105 W. Veterans Parkway, Yorkville, IL 60560
MRS-2011 DP-2506.06(10F2)

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: 0002PE
Station: 105+25.96 to 105+73.58
Index No.: 05-12-207-038

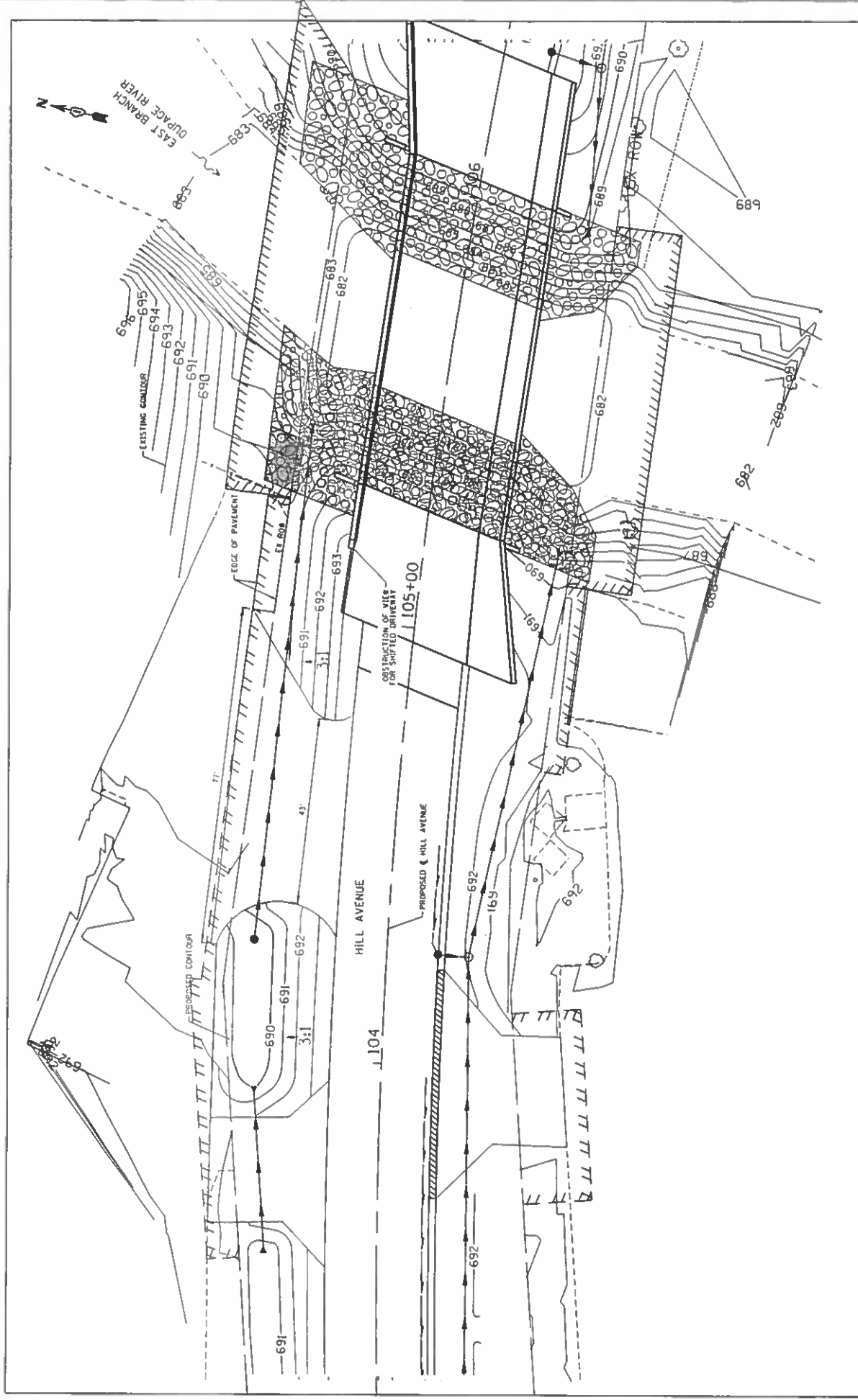
That part of Lot 2 in Villa Park Kitchens Resubdivision, recorded August 11, 1972 as Document Number R72-47323, of part of Lot 11 in the Assessment Division of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois, bearings based on the Illinois State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

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

Said easement containing 0.015 acres, more or less.

May 13, 2015

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Bollinger, Loch & Associates, Inc. PLANNING, ENGINEERING, ARCHITECTURE CHICAGO, ILLINOIS	DATE: 10/09/2015 DRAWN BY: WTC CHECKED BY: WTC DESIGNED BY: WTC	REVISIONS: 1. REVISED 2. REVISED 3. REVISED	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		HILL AVENUE PROPOSED MODIFIED DRIVEWAY EXHIBIT INHW PROPERTY ONLY		SHEET NO. 1104 TOTAL SHEETS 1104
	SCALE: 1" = 40' HORIZ. SCALE: 1" = 80' VERT.	SHEET 1 OF 1 SHEETS STA. 10 STA.	CONTRACT NO. 1104	CONTRACT NO. 1104	SECTION: 1104 PROJECT: 1104	COUNTY: 1104	TOTAL SHEETS: 1104

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

OTHER
R2016-020771

FRED BUCHOLZ
COUNTY RECORDER
DUPAGE COUNTY, IL
RECORDED ON
03/04/2016 09:50 AM
05-12-207-038
PAGES: 3
RHSP
40.00

TEMPORARY CONSTRUCTION EASEMENT
(Individual)

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

See attached legal description.

Address: North Side of Hill Avenue, West of the East Branch of the DuPage River
Glen Ellyn, IL 60137 - Vacant Land
situated in the County of DuPage, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

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

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

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

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

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

TEMPORARY CONSTRUCTION EASEMENT
(Individual)

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

See attached legal description.

Address: North Side of Hill Avenue, West of the East Branch of the DuPage River
Glen Ellyn, IL 60137 - vacant land
situated in the County of DuPage, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

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

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

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

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

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

Dated this 16 day of FEBRUARY, 2016

By: [Signature]
Signature

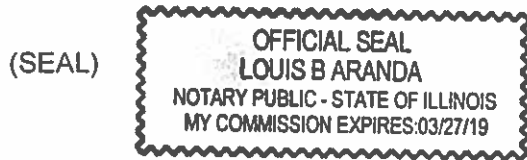
G. Vincent Cuyler

By: [Signature]
Signature

Barbara J. Cuyler

State of ILLINOIS)
County of DUPAGE) ss

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



[Signature]
Notary Public

My Commission Expires: 3/27/19

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

~~and after recording, mail this instrument to:~~

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

Return To:
Wheatland Title Guaranty
105 W. Veterans Parkway, Yorkville, IL 60560
mrs. 2011 DP-2506.0 (20FA)

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

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

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

Said easement containing 0.024 acres, more or less.

May 13, 2015

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Fidelity National Title Insurance Company

POLICY NO.: 4475-1-MPS-2011DP-2507-2016.27306-95630726

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. *Title being vested other than as stated in Schedule A.*
2. *Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from*
 - (a) *A defect in the Title caused by*
 - (i) *forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;*
 - (ii) *failure of any person or Entity to have authorized a transfer or conveyance;*
 - (iii) *a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;*
 - (iv) *failure to perform those acts necessary to create a document by electronic means authorized by law;*
 - (v) *a document executed under a falsified, expired, or otherwise invalid power of attorney;*
 - (vi) *a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or*
 - (vii) *a defective judicial or administrative proceeding.*
 - (b) *The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.*
 - (c) *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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.*
3. *Unmarketable Title.*
4. *No right of access to and from the Land.*
5. *The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to*
 - (a) *the occupancy, use, or enjoyment of the Land;*
 - (b) *the character, dimensions, or location of any improvement erected on the Land;*
 - (c) *the subdivision of land; or*
 - (d) *environmental protection**if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.*
6. *An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.*
7. *The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.*
8. *Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.*
9. *Title being vested other than as stated Schedule A or being defective*
 - (a) *as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or*
 - (b) *because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records*
 - (i) *to be timely, or*
 - (ii) *to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.*



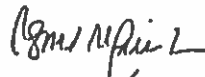

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company



By: 
ATTENT  President
Secretary

Countersigned: 
Authorized Signatory
JOHN D AMMONS

4475IL MPS-2011DP-2507
Aurora Wheatland Companies, Incorporated
105 West Veterans Parkway
Yorkville, IL 60560
Tel: (630) 892-2323
Fax: (630) 892-2390

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



Prepared For:

Santacruz Land Acquisitions
2650 Valor Drive
Glenview, IL 60026

Effective Date of Policy: March 24, 2016

WTG File Number: MPS-2011DP-2507.0
Effective Date: March 24, 2016
Section: 12
Township: 39N
Range: 10E
County: Du Page

Customer Reference(s):

Project: Hill Ave Bridge
Parcel: 0004

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

Prior Title: Nicor Gas aka Northern Illinois Gas Company, an Illinois corporation

-- FOR OFFICE USE ONLY

Policy Number: 27306-95630726
Effective Date: March 24, 2016
WTG Number: MPS-2011DP-2507.0

04/11/2016

WTG File Number: MPS-2011DP-2507.0
Prior Title: Nicor Gas aka Northern Illinois Gas Company, an Illinois corporation
Project: Hill Ave Bridge
Parcel: 0004

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER FORM
-Schedule A-**

Policy Number: 27306-95630726
Effective Date: March 24, 2016

Amount of insurance: \$1,800.00

1. Name Insured:

Village of Lombard, an Illinois municipal corporation

2. The estate or interest in the land described herein and which is covered by this policy is, at the effective date hereof, vested in the name insured and is Parcel 1) A Grant of Permanent Easement, Parcel 2) A Grant of Permanent Easement

3. The land referred to in this policy is described as follows:

See Attached Page 2 of Schedule A

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

Wheatland Title Guaranty Co. By



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

Agent for:
Fidelity National Title Insurance Company

04/11/2016

WTG File Number: MPS-2011DP-2507.0
Prior Title: Nicor Gas aka Northern Illinois Gas Company, an Illinois
corporation
Project: Hill Ave Bridge
Parcel: 0004

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER FORM
-Schedule A-**

Policy Number: 27306-95630726

LEGAL DESCRIPTION

PARCEL 1: 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.

PARCEL 2: 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;

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

Agent for:
Fidelity National Title Insurance Company

Job MPS -DP-2011-237
County Du Page
Section
Parcel 0004
Prior Title: Nicor Gas aka Northern Illinois Gas Company, an Illinois corporation

**FIDELITY TITLE AND GUARANTY COMPANY
OWNER FORM
-Schedule A continued-**

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 OF 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.

ALL SITUATED IN THE COUNTY OF DUPAGE, IN THE STATE OF ILLINOIS.

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

WTG File Number: MPS-2011DP-2507.0
Previous TVI: Village of Lombard, an Illinois municipal corporation

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER FORM
-Schedule B-**

Policy Number: 27306-95630726

This policy does not insure against loss or damage by reason of the following exceptions:

STANDARD EXCEPTIONS

1. The lien of taxes the year 2015 and thereafter.
PERMANENT TAX NUMBER: 05-12-207-031 (pt)
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or any other matters which would be disclosed by an accurate survey or inspection of the premises.
5. 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.

SPECIAL EXCEPTIONS

1. 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.
2. Confirmed Special Assessments, if any, not certified to by the Company.
3. Financing Statements, if any, not certified to by the Company.
4. Note: This tax parcel number covers more than the property in question.

-End Schedule B-

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

Agent for:
Fidelity National Title Insurance Company

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase,

lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and

27306 (6/06)

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ALTA Owner's Policy (6/17/06)

AMERICAN
LAND TITLE
ASSOCIATION



it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

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		

OTHER
R2016-027828

FRED BUCHOLZ
COUNTY RECORDER
DUPAGE COUNTY, IL
RECORDED ON
03/24/2016 12:29 PM
05-12-207-031
PAGES: 22
RHSP
58.00

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

Return To:

Wheatland Title Guaranty
105 W. Veterans Parkway, Yorkville, IL 60560

mps-2011 DP-2507.05 (10P1)

VILLAGE ORIGINAL

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

Return To:

Wheatland Title Guaranty
105 W. Veterans Parkway, Yorkville, IL 60560

MPS-2011 DP-2500.0 (OPF) 1

VILLAGE ORIGINAL

easement for said Facility herein granted by Grantor to Grantee is granted for said Facility, all within the Easement Premises, subject to the Nicor Facilities as currently located and/or as may be relocated within the Easement Premises, and upon the following additional terms, covenants and conditions, which Grantee, for and on behalf of itself, its successors and assigns, expressly acknowledges, undertakes and agrees to fulfill and discharge, to-wit:

1. The easement herein granted shall be exercised by Grantee in a manner that will not in Grantor's sole judgment unreasonably interfere with the present or future installations or operations of Grantor upon the Easement Premises. In the event that Grantor shall hereafter decide to alter or relocate its present facilities at this location or shall decide to construct additional facilities at this location, and in the event any of the Facility constructed by Grantee pursuant to this easement shall interfere with such proposed use of the Easement Premises by Grantor, Grantor shall deliver to Grantee a written notice describing such proposed use and stating that said Facility of Grantee will interfere with such proposed use. This notice shall be accompanied by an itemized list of any additional costs to be incurred by Grantor if Grantor alters its proposed use to avoid interference with said Facility. Upon receipt of such notice and itemization of additional costs, Grantee shall have the option of either: 1) notifying Grantor within fourteen (14) days of the receipt of such notice that it elects to relocate said Facility, at its sole cost and expense, within a period of ninety (90) days to another location on the property of Grantor that is mutually agreed upon by the parties hereto; or 2) notifying Grantor within fourteen (14) days of the receipt of such notice that it elects to pay Grantor for all additional costs to be incurred by Grantor, by reason of Grantee's use and occupancy of the Easement Premises, as shown by the itemization of cost submitted by Grantor. In the event Grantee shall elect to relocate said Facility, Grantee shall promptly take all steps necessary to complete such relocation within a reasonable time, and in no event later than ninety (90) days from the date of such notice; provided, however, that all approvals required by Grantor as provided herein shall be provided to Grantee in a reasonably timely manner. In the event Grantee shall elect to reimburse Grantor for the additional costs to be incurred by Grantor, this amount shall be paid to Grantor within sixty (60) days of request.

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

3. Except for routine maintenance, operation and inspection of said Facility that does not disturb the subsurface of the Easement Premises, and except in an emergency, all construction, reconstruction, installation, maintenance, repair and removal work to be performed by Grantee on the Easement Premises, shall be performed at such time as shall have been approved in advance by Grantor. Notice of any such proposed work shall be given Grantor as least seventy-two (72) hours prior to the proposed commencement thereof.

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

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

4. Grantee shall reimburse Grantor for any costs or expenses, sustained or incurred in connection with any damage or injury to Grantor or to any property of Grantor in the course of construction, reconstruction, operation, maintenance, alteration, repair, replacement or removal of Grantee's Facility.

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

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

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

- q. Should Grantor incur any additional costs to excavate and/or otherwise expose Grantor's transmission pipeline(s) on the Easement Premises due to additional cover deposited and/or installed on the Easement Premises by Grantee, then Grantee agrees that Grantee will fully and completely reimburse Grantor for all such additional costs.
- r. Grantee shall contact Grantor's Asset Protection Agent by phoning Grantor at 1-888-642-6748, at least 72 hours in advance of Grantor's estimated start of construction on Grantor's property in order to discuss construction procedures and to arrange for on-site inspection services by Grantor's representative.
- s. The transmission pipeline(s) will be protected from heavy equipment crossing and large volume vehicular traffic across the full width of the easement parcel by: (i) concrete pad for permanent crossing as detailed on Grantor's Drawing #TS30.104.138; and/or, (ii) earth cover and timber or steel plate for temporary crossings as detailed on Grantor's Drawings TS30-104.128, TS30.104.148 or TS30.104.150, or as directed by Grantor's on-site representative, all in Grantor's sole discretion. All such protection shall be at the sole cost of the Grantee. The specifications for such permanent and temporary crossings are marked as Exhibit C attached hereto and made a part hereof.
- t. No footings or foundations for lighting, signage or other structural elements shall be installed on the Easement Premises without the specific written approval of Grantor.
- u. NO other utilities are permitted to install facilities or improvements within the Easement Premises without the express written approval of Grantor. It must be expressly understood that this easement does not create or in any way establish a public utility easement.

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

6. Grantee shall furnish, upon completion, to Grantor, an engineering drawing in a form acceptable to Grantor that accurately shows the installed location of Grantee's Facility.

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

Grantee hereby covenants that the use and operation of the premises by Grantee will at all times comply with any and all applicable laws, including, without limitation, Environmental Laws, and that Grantee shall not cause or permit any Hazardous Material to be introduced to or handled on the premises. As used herein, the term "Environmental Laws" shall mean and refer to all applicable laws, ordinances, requirements and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment and the term "Hazardous Material" shall mean and refer to any hazardous substance or any pollutant or contaminant defined as

such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substance Control Act, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material (including, without limitation, asbestos and poly-chlorinated biphenyls and petroleum and its by-products).

8. Grantee shall at all times, and under all circumstances, defend, indemnify, protect and save harmless, Grantor, its successors and assigns, from and against any and all damages, losses, claims, demands, actions and causes of action whatsoever (including any reasonable costs, expenses and attorneys' fees which may be incurred in connection therewith) whether or not the claim, demand or action asserted be meritorious, and which results from or is alleged to result from, or which arises out of or in connection with, or is alleged to arise out of or in connection with, the breach of Grantee of any covenant in this Easement Agreement, or the non-compliance by Grantee of any applicable law (including, without limitation, Environmental Laws) at the Easement Premises or the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, use, removal or existence of said Facility by Grantee upon the Easement Premises, or the existence of the non-exclusive perpetual public easement granted Grantee hereunder; provided, however, that in the event any such claim, damage, loss, demand, action or cause of action is asserted against Grantor, Grantor shall furnish Grantee with written notification thereof and Grantee shall conduct the defense thereof before any court, board, commission or other governmental body exercising jurisdiction therein with counsel acceptable to Grantor and at Grantee's expense. No settlement or compromise of any such claim, damage, loss, demand, action or cause of action shall be made unless agreed to by Grantor. Nothing contained herein shall be deemed to constitute an indemnification against the Grantor's own negligence. Grantor, its successors and assigns, shall not be liable to Grantee, or Grantee's successors and assigns, for any damages or injuries to any persons or to said Facility or any other property of Grantee situated or located in, on, about or upon the property subjected to this easement, except to the extent that injuries or damages are caused by the willful misconduct or gross negligent acts or sole negligence of Grantor, its successors or assigns.

The foregoing indemnifications, defenses and hold harmless obligations shall survive any termination of this Easement Agreement. The acts of the respective employees, representatives, agents or contractors of Grantor or Grantee, as the case may be, shall be deemed to constitute the acts of Grantor and Grantee respectively for the purposes of these Sections 7 and 8.

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

Grantee agrees to waive, and will require its insurers to waive in writing, all rights of subrogation against Grantor, its directors, officers, and employees because of any payment made under such insurance policies. Grantee shall not assert against Grantor, and hereby waives to the extent legally possible to do so, any claims for any losses, damages, liabilities and expenses (including attorney fees and disbursements) incurred or sustained by Grantee or another, to the extent the same are

covered by the types of insurance required in this Section or, if providing more coverage, the coverage actually carried by Grantee. Grantee shall cause all policies to contain a waiver of subrogation clause. The provisions of this paragraph are intended to restrict recovery, as against Grantor, to the insurance required to be maintained and to waive fully, for the benefit of Grantor, any rights and/or claims that might give rise to a right of subrogation by any insurance carrier. In no event may any insurance carrier of Grantee seek to recover against Grantor through a subrogated claim. Grantee shall notify Grantor of any material change or cancellation of such policies with at least thirty (30) days prior written notice. "Material change" shall be defined for the purpose of this Section as follows: (i) a change from providing insurance through an A.M. Best rated insurer to using a self-insurance program; (ii) a reduction in limits resulting in Grantee not being able to meet the insurance requirements set forth in this Section; (iii) a change in coverage types from occurrence to claims-made coverage; (iv) a change in any policy that would prohibit Grantee from designating Grantor as additional insured as required by this Section; or (v) a change in any policy that would prohibit waiver of subrogation as required by this Section; or (vi) a change to the expiration date of the policy. In the event of cancellation of any insurance required on the part of Grantee hereunder, Grantee shall obtain replacement insurance with a properly licensed insurer (as described in 9.1) as soon as possible which insurance shall be effective and in full force and effect as of or earlier than the effective time of cancellation of the cancelled insurance, to the effect that there shall be no lapse in coverage. All policies except Professional Liability and Worker's Compensation must be endorsed to name as additional insureds: AGL Resources Inc., its subsidiaries, affiliated companies, their officers, directors and employees. Grantee will notify Grantor of any losses or damages arising out of work performed under this Agreement for which a claim might be made against Grantor.

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

Workers' Compensation:

(A) Workers' Compensation:

Statutory

(B) Employer's Liability:

(1) Bodily Injury by Accident, for Each Accident:	\$ 1,000,000
(2) Bodily Injury for Each Employee by Disease:	\$ 1,000,000
(3) Policy Limit for Bodily Injury by Disease:	\$ 1,000,000

Commercial General Liability:

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

(A) Per Occurrence:	\$ 1,000,000
(B) General Aggregate:	\$ 2,000,000
(C) Personal & Adv Injury per Occurrence:	\$ 1,000,000

This policy will be primary and non-contributory.

Automotive Liability:

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

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

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

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

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

- The Certificate of Insurance must include the following information:

Certificate holder Address:

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

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

dgadzal@aglresources.com

- Renewal Certificates of Insurance must be submitted to:

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

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

11. Grantee agrees, in further consideration for granting this Easement Agreement, that Grantee will allow Grantor and its representatives, employees, agents, and contractors, the right and permission to come upon and use any portion of Grantee's adjoining property, in order that Grantor may have free unrestricted ingress and egress to Grantor's facilities, at all times. Further, Grantee agrees that Grantor's ingress and egress to Grantor's property and facilities shall in no way be restricted by Grantee's construction on, or use of the premises. Grantee further agrees that both a legal and physical means of access to said property and facilities shall be provided at all times. Except in an emergency the Grantor shall provide the Grantee with at least thirty (30) days advance notice of any activities performed by the Grantor on the Easement Premises that will obstruct vehicular traffic on Hill Avenue. Such advance notice will be in writing by letter or email or by such agreed means as may be normal and customary at the time.

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

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

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

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

or to Grantee in care of:

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

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)
COUNTY OF DuPage) SS

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

Given under my hand and notarial seal this 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,

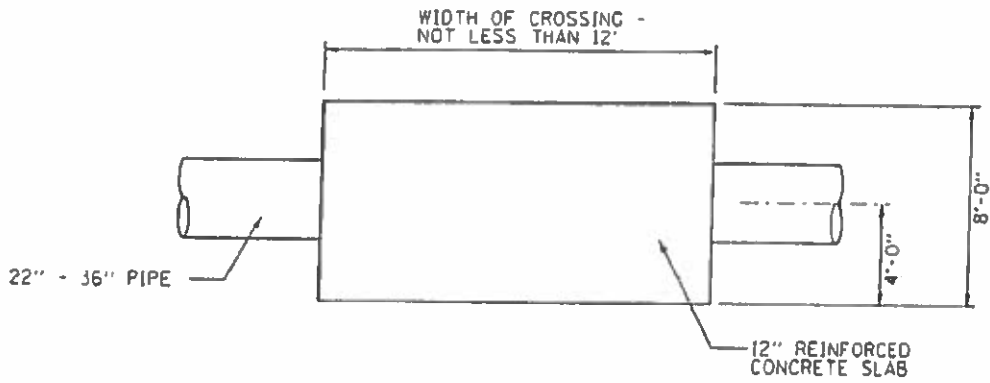
That part of Lot 11 in the Assessment Division of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian as shown on plat recorded June 6, 1879, as document number 26582 in DuPage County, Illinois, bearings based on the Illinois State Plane Coordinate System, East Zone NAD83 (2007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

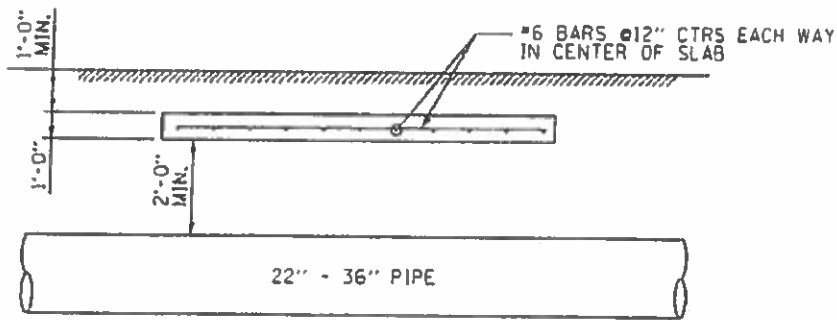
Said easement containing 0.035 acres, more or less.

EXHIBIT B
PARCEL PLAT

EXHIBIT C
PERMANENT AND/OR TEMPORARY PAD SPECIFICATION



PLAN VIEW



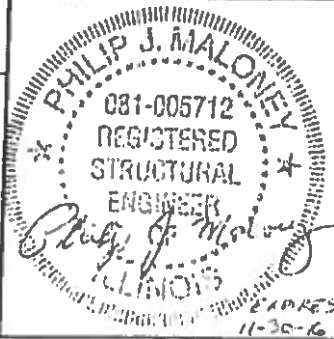
LONGITUDINAL SECTION

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 30.104.138

bV3

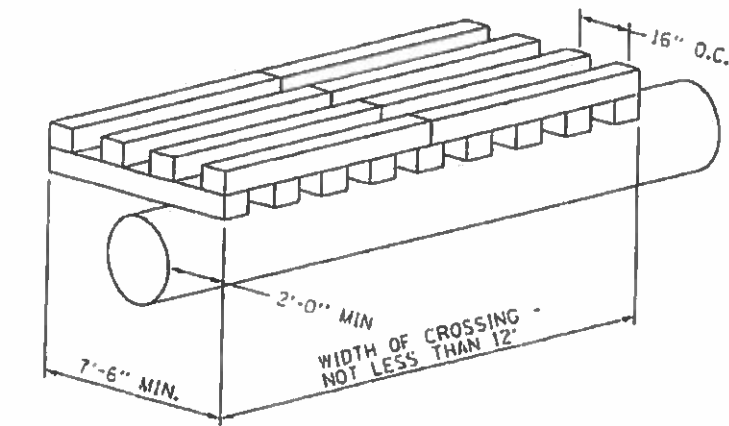
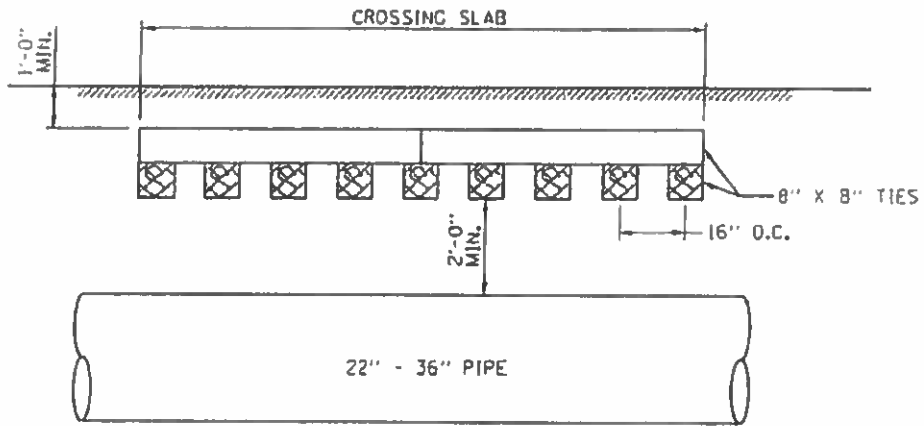


6-18-2015

ALTERNATE CONCRETE SLAB
CROSSING FOR HEAVY EQUIPMENT
CROSSING NICOR PIPELINES

EXHIBIT C


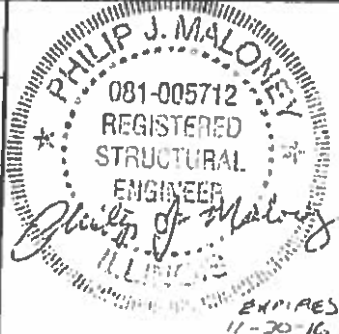
1/4

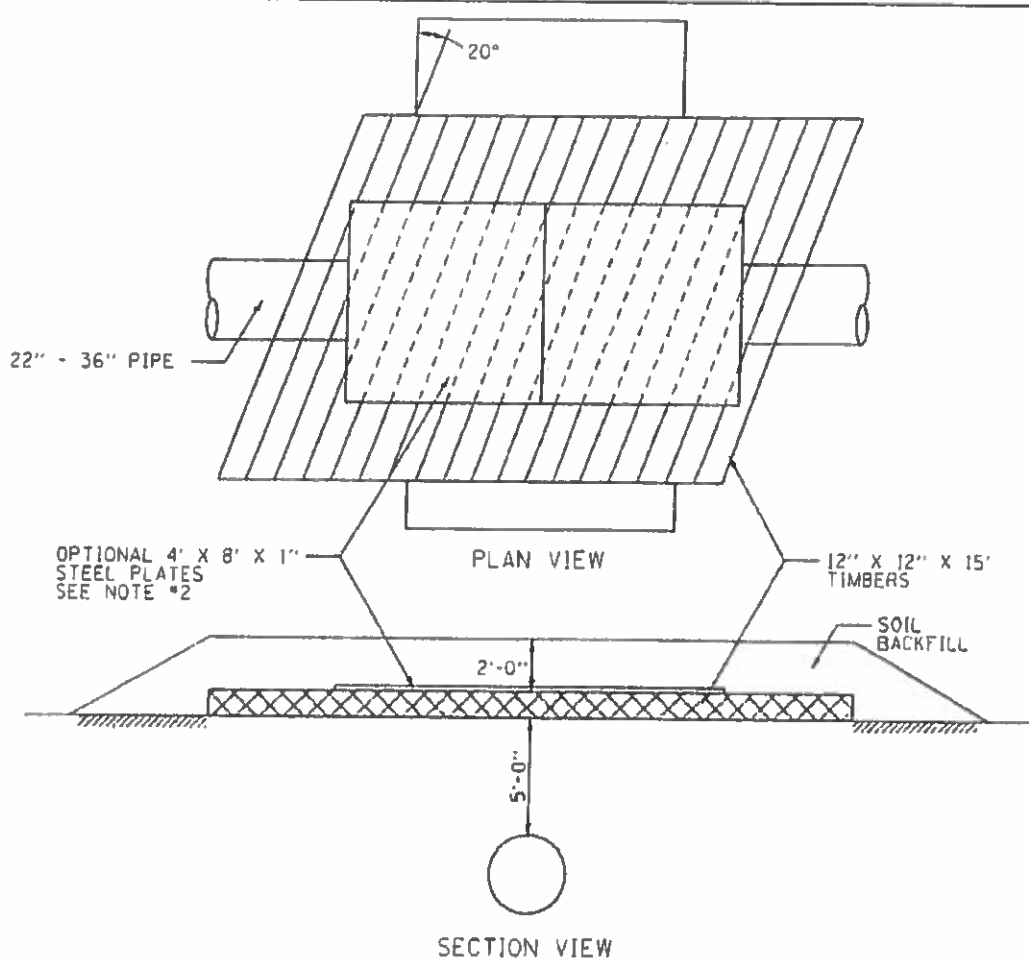


NOTES:

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.104.12B


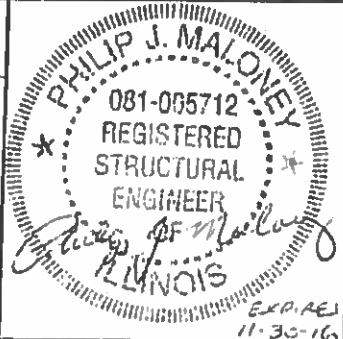
		<div style="border: 1px solid black; display: inline-block; padding: 2px;">6-18-2015</div> DETAIL OF TIE SLAB FOR HEAVY EQUIPMENT CROSSING NICOR PIPELINES EXHIBIT C 2/4
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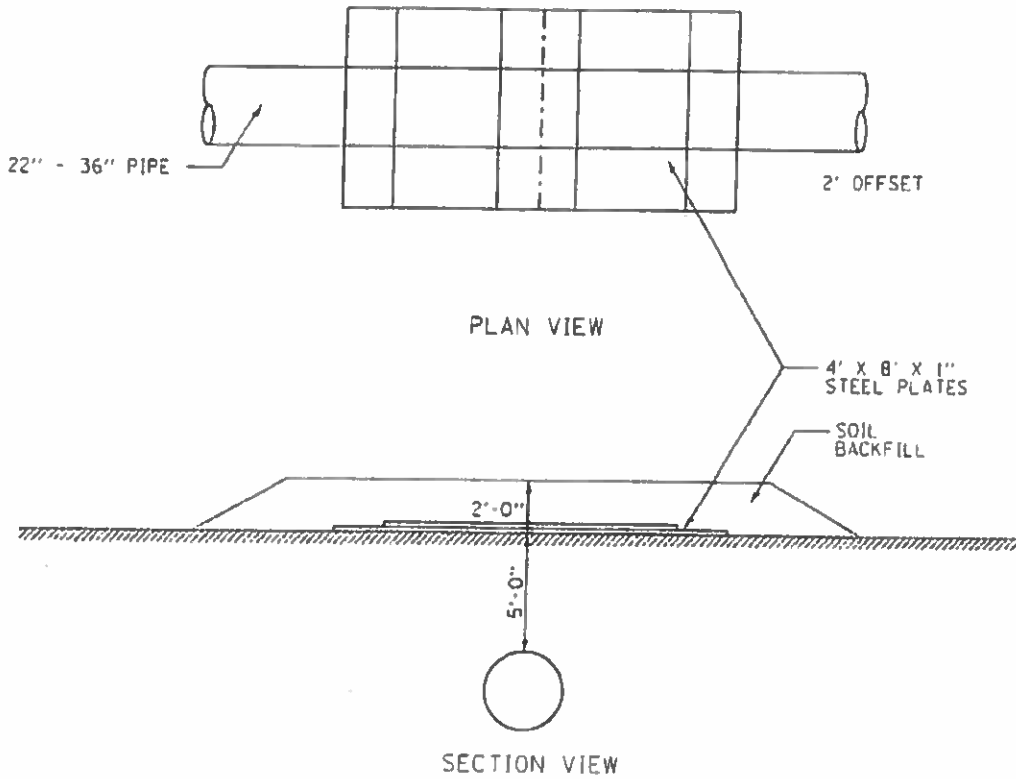


NOTES:

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 30.104.14B

		<div style="border: 1px solid black; display: inline-block; padding: 2px;">6-18-2015</div> ALTERNATE CROSSING FOR HEAVY EQUIPMENT CROSSING NICOR PIPELINES EXHIBIT C 3/4
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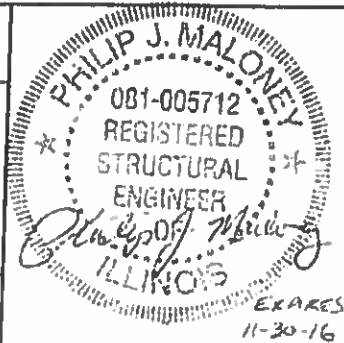


NOTES:

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



6-18-2015

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