City of Chicago

SO2020-3329

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/17/2020
Sponsor(s):	Sadlowski Garza (10)
Type:	Ordinance
Title:	Conditional Public way easement agreement with Natural Gas Pipeline Company of America LLC for below-ground natural gas pipeline transmission main involving E. 135th St, S. Avenue K, E 134th St and alley
Committee(s) Assignment:	Committee on Transportation and Public Way

SUBSTITUTE
ORDINANCE
LONG-TERM PUBLIC WAY EASEMENT

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Natural Gas Pipeline Company of America LLC, a Delaware limited liability company ("Grantee"), owns approximately two thousand eight hundred ten (2,810) miles of natural gas pipeline throughout thirty-seven (37) Illinois counties; and

WHEREAS, Grantee does not directly serve Chicago residences or businesses; and

WHEREAS, Grantee is a supplier to the Peoples Gas Light & Coke Company ("Peoples Gas"), which is the natural gas distribution company serving customers in the City of Chicago, Northern Illinois Gas Company d/b/a Nicor Gas Company ("Nicor Gas"), which is the natural gas distribution company serving customers in much of the suburban Chicago metro area and small portions of the City of Chicago, and Northern Indiana Public Service Company ("NIPSCO"), which is the natural gas distribution company serving customers within the Northern Indiana Calumet region; and

WHEREAS, in order to replace a 1960's era Peoples Gas owned main that was previously leased under a long-term lease agreement to Grantee to deliver natural gas to serve NIPSCO, which will be decommissioned, Grantee proposes to construct a new 1.4 mile extension to that replacement main (no storage terminals) to continue service, each as depicted in the overall site plan set forth in **EXHIBIT C** attached hereto and incorporated herein; and

WHEREAS, Grantee proposes to install and maintain a new, twelve inch (12") diameter pipe, natural gas transmission main, operating at a maximum operating pressure of 437 psig, to deliver 70,000 dekatherms/day based on anticipated operating conditions, and meeting current industry standards and in accordance with federal regulations, including but not limited to Federal Energy Regulatory Commission and Pipeline and Hazardous Materials Safety Administration regulations, between the City's Hegewisch community area and Hammond, Indiana (the "Project"); and

WHEREAS, the Project will require the use of 0.53 miles of public right-of-way, as the pipeline transfers between private parcels, specifically below ground rights in E. 135th Street, S. Avenue K, E. 134th Street and alley, as depicted on the Plat of Easement attached hereto and incorporated herein as **EXHIBIT A**, and legally described in **EXHIBIT B** attached hereto and incorporated herein (the "Public Way Easement Area"); and

WHEREAS, Being that Grantee is reasonably constrained in its ability to relocate the proposed natural gas transmission main completely outside of the public way, the City of Chicago agrees to grant Grantee a perpetual, contiguous, unobstructed, non-exclusive public way easement in the public way ("Easement") to install, operate, maintain, repair, renew and replace such natural gas transmission main within the Public Way Easement Area; and

WHEREAS Grantee has represented that it has been authorized by the Federal Energy Regulatory Commission to construct the replacement pipeline and extension to maintain continued service to NIPSCO; and

WHEREAS, Grantee will expend an anticipated $16.2 million dollars for the construction of the Project, which will require an estimated four (4) months of construction time, and create an estimated 30 local jobs during such construction time resulting in associated benefits to the local economy; and

WHEREAS, the Department of Transportation has determined that the Project will not interfere with the City's traffic or utility infrastructure, and will benefit Grantee and the economy of surrounding regions; and

WHEREAS, the City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant a long-term public way easement for a below ground, gas transfer pipeline within the public streets and alley as described in this ordinance and on the same terms and conditions set forth in the Long-Term Public Way Easement Agreement (the "Easement Agreement") attached hereto and incorporated herein as **EXHIBIT D**; now therefore,

Be it Ordained by the City Council of the City of Chicago;

SECTION 1. The foregoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Transportation (the "Commissioner"), or any designee of the Commissioner, is each hereby authorized, along with the approval of the City's Corporation Counsel as to form and legality, to execute and deliver the Easement Agreement between Grantee and the City, substantially in the form attached thereto as **EXHIBIT D**, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Easement Agreement.

SECTION 3. The Easement is made to the Grantee upon the following express conditions: (a) that Grantee, its successors and/or assigns may not expand the proposed facilities or alter the stated use, including but not limited to the type of gas transferred, the diameter of the pipeline, the pressure of the pipeline, or the volume carried, as approved by the City Council and consistent with all applicable regulations, such changes to the approved

use constituting a forfeiture of the Easement herein granted; (b) that, unless prevented by an event of force majeure, following completion of construction, the failure to use the facilities lying within the Easement to transfer paid product to an end user (i.e., not maintenance related use of the facilities) for a period of twelve (12) months shall constitute abandonment and forfeiture of the Easement herein granted; (c) that upon abandonment or forfeiture Grantee, at its sole expense, shall be responsible for removal of its facilities from the public way; (d) that Grantee shall furnish to the Commissioner of the Department of Transportation or any successor department, upon written request, such evidence as to verify active use; (e) that all right of way work associated with the Grantee's exercise of Easement rights herein granted in the public way be reviewed and permitted in advance by the City of Chicago; (f) that restoration of the public way shall be at the Grantee's sole expense and be completed to the then-current version of the Transportation's *Regulations for Opening, Repair and Construction in the Public Way* and its appendices; (g) that the City shall have 24-hour access to the Public Way Easement Area; (h) that any repair or replacement of private property damaged in the Public Way Easement Area as a result of the City exercising its access rights shall be the responsibility of Grantee, its successors or assigns; and (i) that the Grantee, its successors and assigns, shall hold harmless, indemnify, and defend the City of Chicago from all claims related to said Easement, to the extent set forth in the Easement Agreement.

SECTION 4. The Easement Agreement herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, Grantee shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the Grantee of the easement rights in said part of the public streets and alley for which the easement is being granted the fair market value of the Easement as determined by an appraisal (i) ordered by the Department of Law, at the request of the Department of Transportation, and (ii) made by a qualified MAI appraiser approved by the Department of Transportation, and (iii) paid for by Grantee, which sum in the judgment of this body will be equal to such benefits.

SECTION 5. The Easement Agreement herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Grantee shall file or cause to be filed for recording in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, the fully-executed Easement Agreement, and the accompanying Plat of Easement as approved by the Department of Transportation's Superintendent of Maps and Plats.

SECTION 6. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall take effect upon its passage and publication. The Easement shall take effect upon recording of this ordinance, the fully-executed Easement Agreement, and the approved Plat of Easement.

Easement approved:

Gia Biagi
Commissioner of Transportation

Approved as to form and legality:

Arthur Dolinsky
Senior Counsel

Introduced By:

Honorable Susan Sadlowski Garza
Alderman 10th Ward

Exhibit A

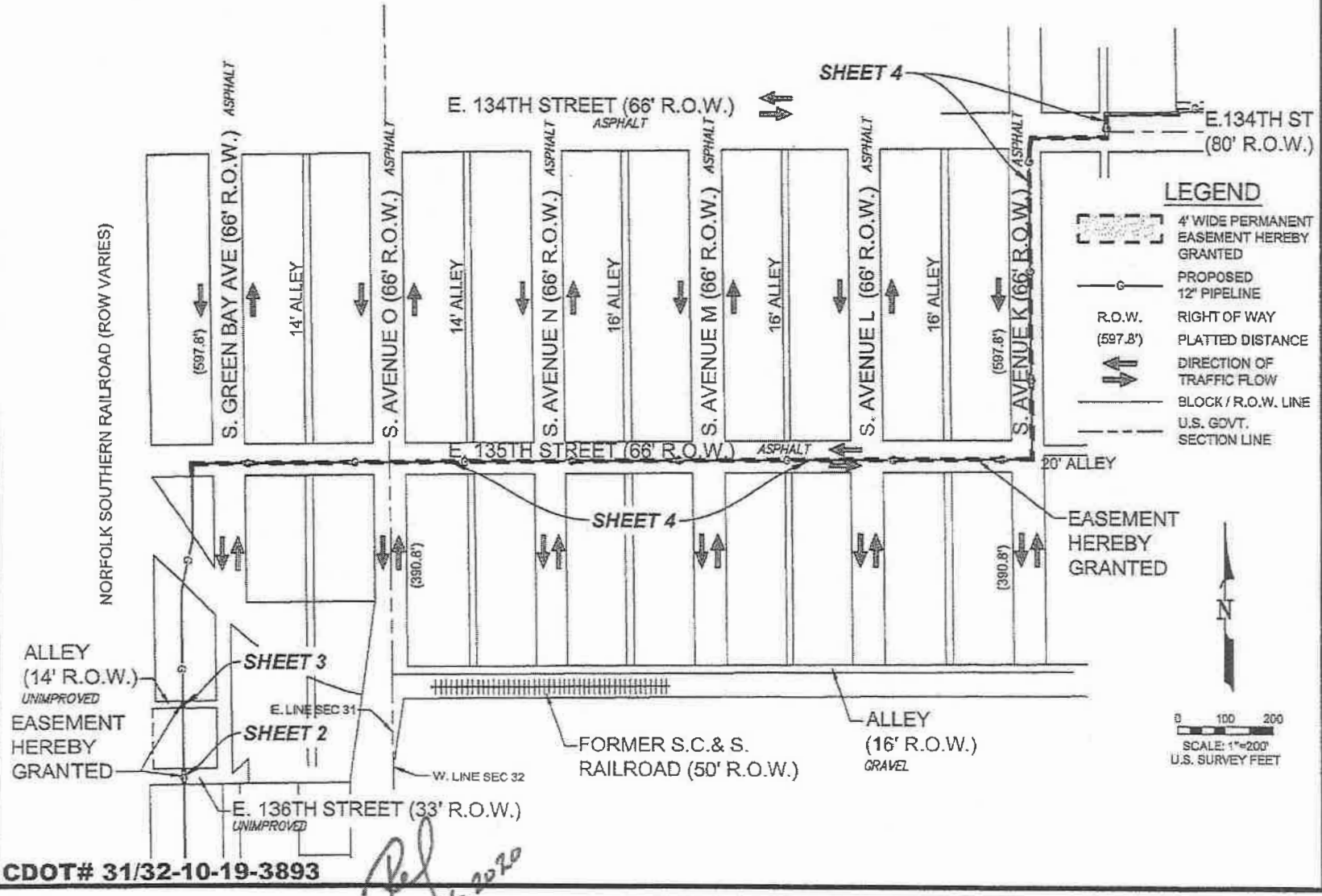
Plat of Easement

[Attached]

EXHIBIT A

PLAT OF EASEMENT

A 4' WIDE UTILITY EASEMENT FOR A 12" NATURAL GAS PIPELINE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.



CDOT# 31/32-10-19-3893

Rel MAY 6, 2020

Farnsworth GROUP
1011 WARRENVILLE ROAD, SUITE 375
LISLE, ILLINOIS 60532
(630) 296-5977 / info@f-w.com

DRAWING NO. COC-INDEX

1 of 5

KINDER MORGAN INC
NATURAL GAS PIPELINE COMPANY OF AMERICA

12" NATURAL GAS PIPELINE
CITY OF CHICAGO EXHIBIT

APPROVED BY KS | DRAWING SIZE B

REVISIONS

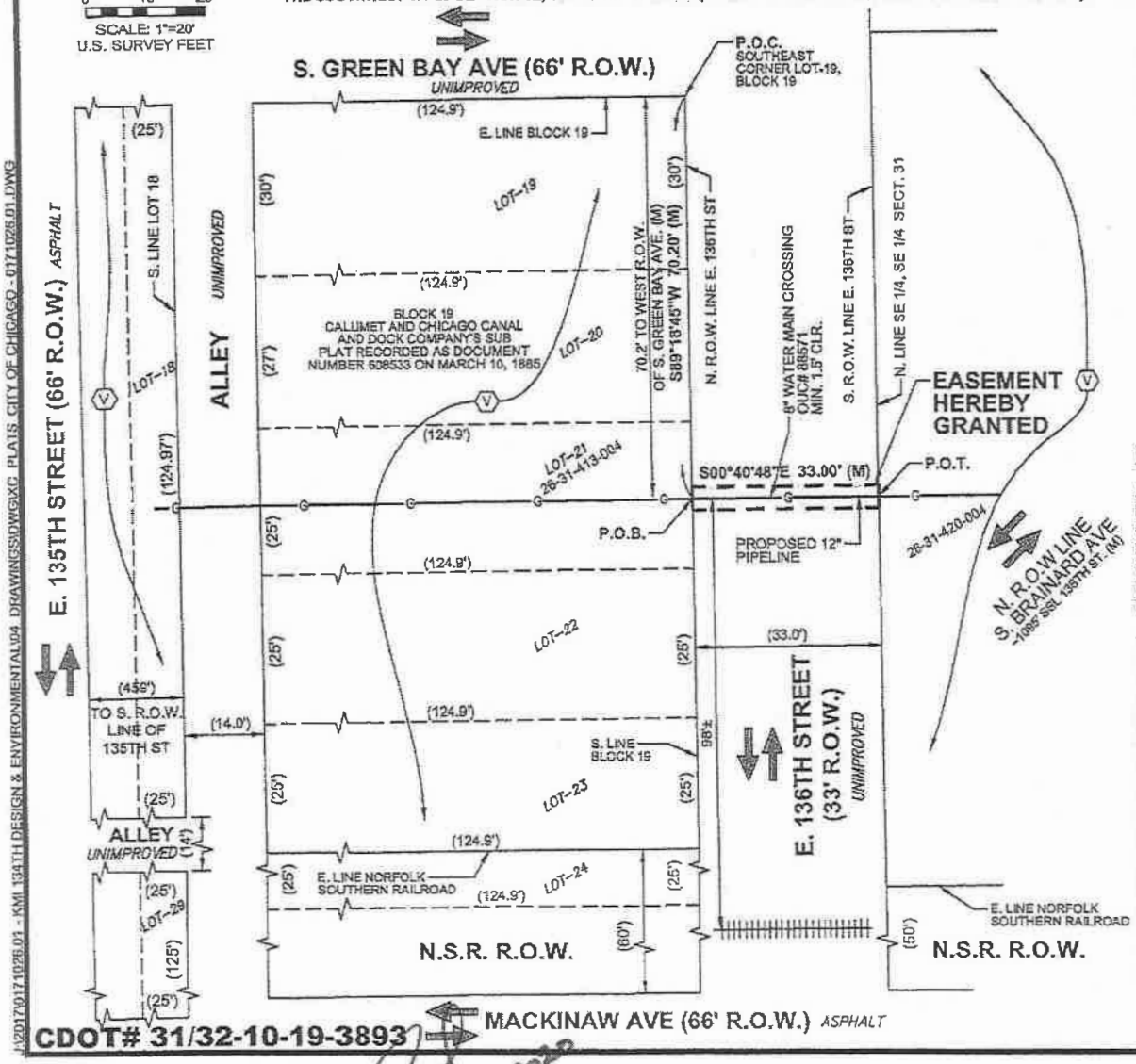
J	RAVN	FCI	21151	REVISED PER CITY COMMENTS	DRH	RAVN	05/06/20
I	RAVN	FCI	21151	REVISED PER CITY COMMENTS	DRH	RAVN	05/06/20
H	RAVN	FCI	21151	REVISED PER CITY COMMENTS	DRH	RAVN	04/06/20
G	RAVN	FCI	21151	ALIGNMENT CHANGE PER CLIENT	DRH	RAVN	04/06/20
F	RAVN	FCI	21151	REVISED PER CITY COMMENTS	DRH	RAVN	03/06/20
E	RAVN	FCI	21151	ADDED WATER MAIN CROSSINGS	DRH	RAVN	02/07/20
D	RAVN	FCI	21151	ISSUED FOR APPROVAL	DRH	RAVN	01/06/20
C	RAVN	FCI	21151	ISSUED FOR APPROVAL	DRH	RAVN	12/06/19
B	RAVN	FCI	21151	ISSUED FOR APPROVAL	DRH	RAVN	11/06/19
A	RAVN	FCI	21151	ISSUED FOR REVIEW	DRH	RAVN	10/30/19
REV.	DATE	BY	APP.	DESCRIPTION	DWN.	DATE	

J:\2017\017\1026.01 - KM 134TH DESIGN & ENVIRONMENTAL\04 DRAWINGS\DWG\XC PLATS CITY OF CHICAGO - 017 1026.01.DWG

EXHIBIT A

PLAT OF EASEMENT

A 4' WIDE UTILITY EASEMENT FOR A 12" NATURAL GAS PIPELINE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.



May 6, 2020

LEGEND

	4' WIDE PERMANENT EASEMENT HEREBY GRANTED
—G—	PROPOSED 12" PIPELINE
(M)	MEASURED
(30')	PLATTED DISTANCE
P.O.C.	POINT OF COMMENCMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
R.O.W.	RIGHT OF WAY
⇐ ⇒	DIRECTION OF TRAFFIC FLOW
———	BLOCK / R.O.W. LINE
- - - - -	LOT LINE
(120')	PLATTED LOT DIMENSION
(V)	VACANT PROPERTY

LEGAL DESCRIPTION - FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT

A FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, THE CENTER OF SAID FOUR-FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE 33-FOOT-WIDE PUBLIC RIGHT-OF-WAY ON E. 136TH STREET, COMMENCING AT THE SOUTHEAST CORNER OF LOT 19 IN BLOCK 19, BEING ON THE NORTH RIGHT OF WAY OF SAID E. 136TH STREET, OF THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION SAID PLAT RECORDED AS DOCUMENT NUMBER 608533 ON MARCH 10, 1885, THENCE SOUTH 89 DEGREES 18 MINUTES 45 SECONDS WEST 70.20 FEET ALONG THE SOUTH LINE OF SAID BLOCK 19 AND THE NORTH RIGHT OF WAY LINE OF SAID 136TH STREET TO THE POINT OF BEGINNING. THENCE SOUTH 00 DEGREES 40 MINUTES 48 SECONDS EAST 33.00 FEET TO THE SOUTH RIGHT-OF-WAY OF SAID E. 136TH STREET AND BEING THE TERMINUS OF SAID EASEMENT IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, ALL IN COOK COUNTY, ILLINOIS. THE ABOVE DESCRIBED PARCEL CONTAINS 132 SQUARE FEET, OR 0.003 ACRE, MORE OR LESS.

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DRAWING NO. COC-136-01

PAGE NUMBER 2 of 5

KINDER MORGAN INC
NATURAL GAS PIPELINE COMPANY OF AMERICA

12" NATURAL GAS PIPELINE
CITY OF CHICAGO EXHIBIT

APPROVED BY KS | DRAWING SIZE B

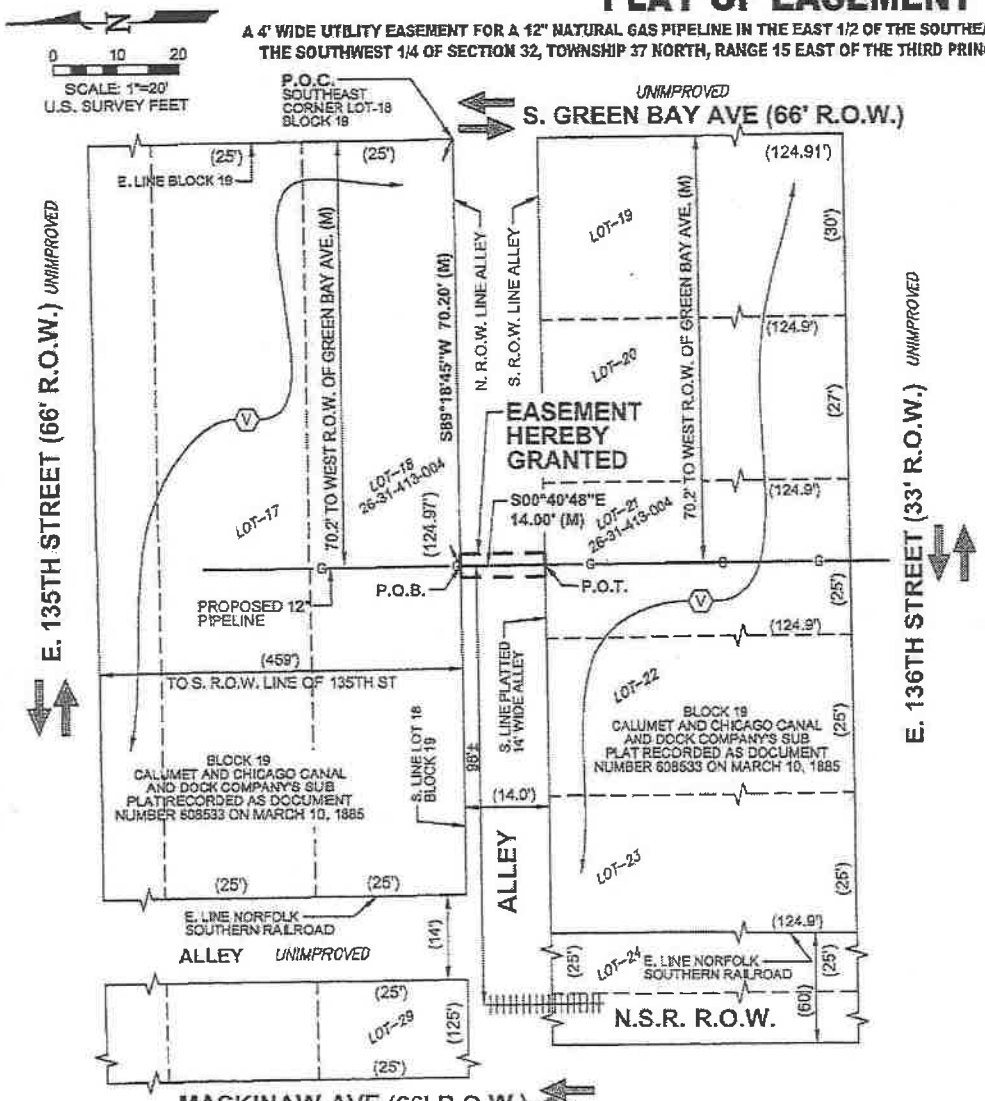
REVISIONS					
J	KWW	FGI	21151	REVISED PER CITY COMMENTS	DRH
I	KWW	FGI	21151	REVISED PER CITY COMMENTS	DRH
H	KWW	FGI	21151	REVISED PER CITY COMMENTS	DRH
G	KWW	FGI	21151	ALIGNMENT CHANGE PER CLIENT	DRH
F	KWW	FGI	21151	REVISED PER CITY COMMENTS	DRH
E	KWW	FGI	21125	ADDED WATER MAIN CROSSING	DRH
D	KWW	FGI	21125	ISSUED FOR APPROVAL	DRH
C	KWW	FGI	21123	ISSUED FOR APPROVAL	DRH
B	KWW	FGI	21123	ISSUED FOR APPROVAL	DRH
A	KWW	FGI	21123	ISSUED FOR REVIEW	DRH

A20170171026.01 - KMI 134TH DESIGN & ENVIRONMENTAL\04 DRAWINGS\DWG\XC PLATS CITY OF CHICAGO - 0171026.01.DWG

EXHIBIT A

PLAT OF EASEMENT

A 4' WIDE UTILITY EASEMENT FOR A 12" NATURAL GAS PIPELINE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.



CDOT# 31/32-10-19-3893

LEGEND

	4' WIDE PERMANENT EASEMENT HEREBY GRANTED
—G—	PROPOSED 12" PIPELINE
(M)	MEASURED
(30')	PLATTED DISTANCE
P.O.C.	POINT OF COMMENCMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
R.O.W.	RIGHT OF WAY
⇐ ⇒	DIRECTION OF TRAFFIC FLOW
———	BLOCK / R.O.W. LINE
- - - - -	LOT LINE
(120')	PLATTED LOT DIMENSION
(V)	VACANT PROPERTY

LEGAL DESCRIPTION - FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT

TOGETHER WITH A FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, THE CENTER OF SAID FOUR-FOOT-WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST-WEST 14-FOOT-WIDE PUBLIC ALLEY IN BLOCK 19 IN CALUMENT AN CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION PLAT RECORDED AS DOCUMENT NUMBER 608533 ON MARCH 10, 1885. COMMENCING AT THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 19 IN SAID SUBDIVISION, ALSO BEING ON THE NORTH LINE OF SAID EAST-WEST ALLEY; THENCE SOUTH 89 DEGREES 18 MINUTES 45 SECONDS WEST 70.20 FEET TO THE POINT OF BEGINNING, ALSO BEING ON THE SOUTH LINE OF SAID LOT 18 AND THE NORTH LINE OF SAID EAST-WEST 14-FOOT-WIDE PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 40 MINUTES 48 SECONDS EAST 14.00 FEET TO THE TERMINUS OF SAID EASEMENT BEING ON THE SOUTH LINE OF SAID EAST-WEST 14-FOOT-WIDE PUBLIC ALLEY AND THE NORTH LINE OF LOT 21 IN SAID BLOCK 19, ALL IN COOK COUNTY, ILLINOIS. THE ABOVE DESCRIBED PARCEL CONTAINS 56 SQUARE FEET, OR 0.001 ACRE, MORE OR LESS.

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DRAWING NO. COC-ALLEY-01

KINDER MORGAN
NATURAL GAS PIPELINE COMPANY OF AMERICA

12" NATURAL GAS PIPELINE
CITY OF CHICAGO EXHIBIT

APPROVED BY KS | DRAWING SIZE B

REV.	DATE	BY	APP.	DESCRIPTION
J	10/9/20	FGI	21151	REVISED PER CITY COMMENTS
I	10/9/20	FGI	21151	REVISED PER CITY COMMENTS
H	10/9/20	FGI	21151	REVISED PER CITY COMMENTS
G	10/9/20	FGI	21151	ALIGNMENT CHANGE PER CLIENT
F	10/9/20	FGI	21151	REVISED PER CITY COMMENTS
E	10/7/20	FGI	21125	ADDED WATER MAIN CROSSINGS
D	10/6/20	FGI	21125	ISSUED FOR APPROVAL
C	10/6/20	FGI	21125	ISSUED FOR APPROVAL
B	10/6/20	FGI	21125	ISSUED FOR APPROVAL
A	10/5/20	FGI	21125	ISSUED FOR REVIEW

REVISIONS

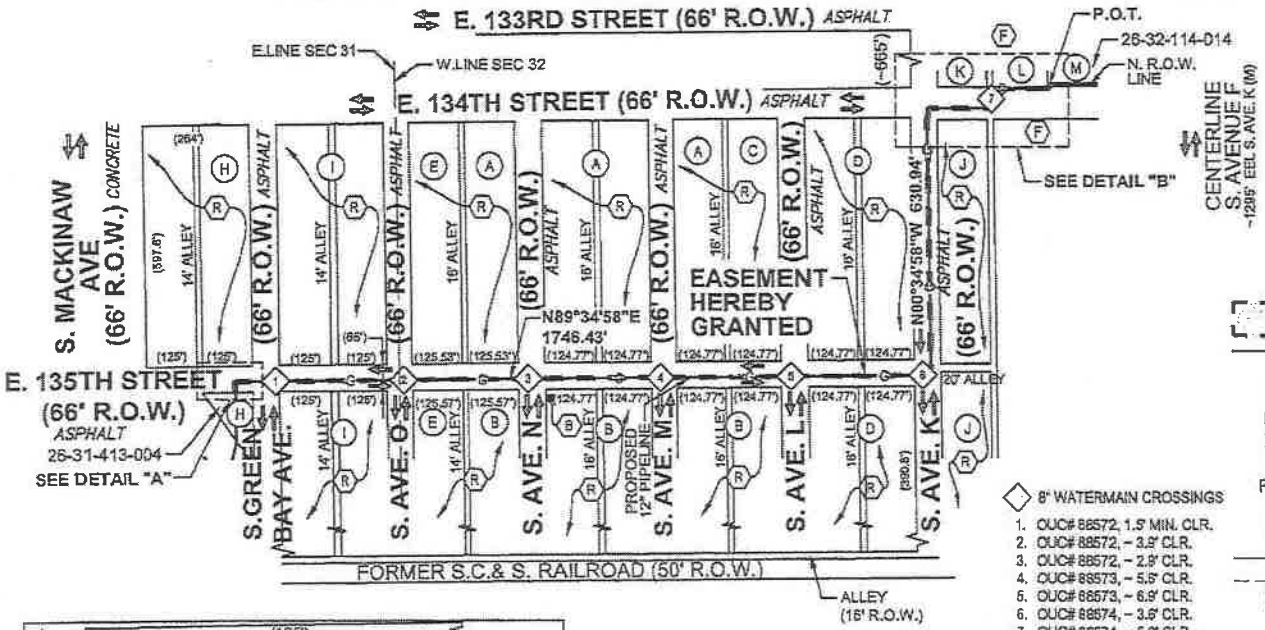
J:\2017\017-1026.01 - KMI 134TH DESIGN & ENVIRONMENTAL\04 DRAWINGS\DWG\XC PLATS CITY OF CHICAGO - 017-1026.01.DWG

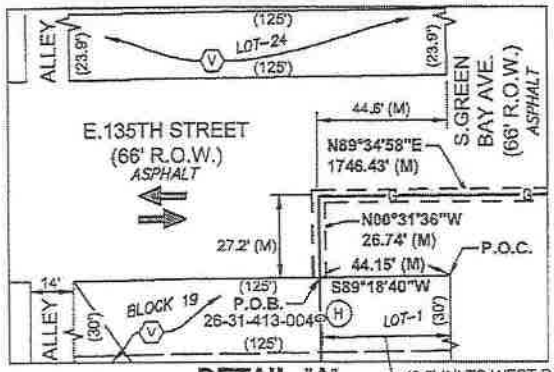
May 6, 2020

EXHIBIT A

PLAT OF EASEMENT

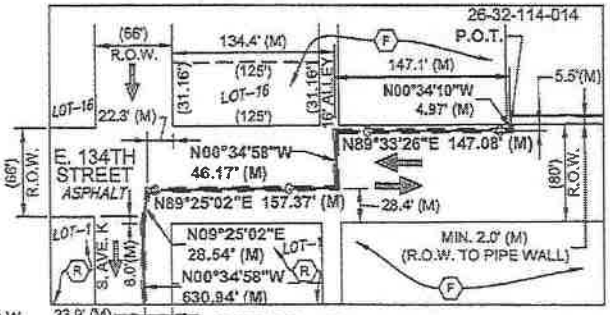
A 4' WIDE UTILITY EASEMENT FOR A 12" NATURAL GAS PIPELINE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.





DETAIL "A"

SCALE: 1"=40'
U.S. SURVEY FEET



DETAIL "B"

SCALE: 1"=100'
U.S. SURVEY FEET

CDOT# 31/32-10-19-3893

May 6, 2020

SCALE: 1"=300'
U.S. SURVEY FEET

LEGEND

- 4' WIDE PERMANENT EASEMENT HEREBY GRANTED
- PROPOSED 12" PIPELINE
- (M) MEASURED
- (30') PLATTED DISTANCE
- P.O.C. POINT OF COMMENCMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- R.O.W. RIGHT OF WAY
- DIRECTION OF TRAFFIC FLOW
- BLOCK / R.O.W. LINE
- LOT LINE
- (120') PLATTED LOT DIMENSION
- (B) BUSINESS USE
- (F) FOREST PRESERVE
- (R) RESIDENTIAL USE
- (V) VACANT PROPERTY

8' WATERMAIN CROSSINGS

1. OUC# 86572, 1.5' MIN. CLR.
2. OUC# 86572, ~ 3.9' CLR.
3. OUC# 86572, ~ 2.9' CLR.
4. OUC# 86573, ~ 5.5' CLR.
5. OUC# 86573, ~ 6.9' CLR.
6. OUC# 86574, ~ 3.6' CLR.
7. OUC# 86574, ~ 5.0' CLR.

(A) SUB. SW 1/4 SEC. 32-37-15 REC. AUG. 7, 1914 DOC. 5472472
(B) SUB. SW 1/4 SEC. 32-37-15 REC. AUG. 20, 1917 DOC. 6175838 REC. AUG. 27, 1917 DOC. T76499
(C) SUB. SW 1/4 SEC. 32-37-15 REC. AUG. 20, 1917 DOC. 6175839 REC. AUG. 27, 1917 DOC. T76500
(D) PHILLIP'S SUB. REC. MAY 25, 1918 DOC. 6330154 REC. MAY 31, 1918 DOC. T85533
(E) HEGEWISCH LAND ASSOCIATION SECOND SUB. REC. MAY 14, 1919 DOC. T96544 REC. MAY 2, 1919 DOC. 6515304
(F) CALUMET & CHICAGO CANAL & DOCK CO. SUB REC. MARCH 10, 1885 DOC. 608533
(I) SUB. OF BLOCK 10 ALL BLK 17 & N. 292.1 FT BLK 16 REC. DEC. 10, 1923 DOC. 8213687
(J) McNAMARA'S FIRST ADD. TO HEGEWISCH REC. JAN. 18, 1956 DOC. 16472680
(K) McNAMARA'S SECOND ADD. TO HEGEWISCH REC. FEB. 21, 1957 DOC. 16831547
(L) DOC. 1711822024, RECORDED APR. 28, 2017.
(M) DOC. 1322513052, RECORDED AUG. 13, 2013.

REVISIONS						
J	04/06/20	FCI	21151	REVISED PER CITY COMMENTS	DRH	04/06/20
I	03/06/20	FCI	21151	REVISED PER CITY COMMENTS	DRH	03/06/20
H	02/06/20	FCI	21151	REVISED PER CITY COMMENTS	DRH	02/06/20
G	01/06/20	FCI	21151	ALIGNMENT CHANGE PER CLIENT	DRH	01/06/20
F	12/06/19	FCI	21151	REVISED PER CITY COMMENTS	DRH	12/06/19
E	11/06/19	FCI	21151	ADDED WATER MAIN CROSSINGS	DRH	11/06/19
D	10/06/19	FCI	21151	ISSUED FOR APPROVAL	DRH	10/06/19
C	09/06/19	FCI	21151	ISSUED FOR APPROVAL	DRH	09/06/19
B	08/06/19	FCI	21151	ISSUED FOR APPROVAL	DRH	08/06/19
A	06/06/19	FCI	21151	ISSUED FOR REVIEW	DRH	06/06/19
	DATE	BY	APP.	DESCRIPTION	DWN.	DATE

Farnsworth GROUP
1011 WARRENVILLE ROAD, SUITE 375
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DRAWING NO. **COC-135-01**

KINDER MORGAN
NATURAL GAS PIPELINE COMPANY OF AMERICA

12" NATURAL GAS PIPELINE
CITY OF CHICAGO EXHIBIT

APPROVED BY: KS | DRAWING SIZE: B

J:\2017\0171026.01 - KMI 134TH DESIGN & ENVIRONMENTAL\04_DRAWINGS\DWG\XC_PLATS_CITY OF CHICAGO - 0171026.01.DWG

EXHIBIT A

PLAT OF EASEMENT

A 4' WIDE UTILITY EASEMENT FOR A 12" NATURAL GAS PIPELINE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PREPARED FOR AND MAIL TO: NATURAL GAS PIPELINE COMPANY OF AMERICA, L.L.C.
23725 WEST COUNTY FARM ROAD
SHOREWOOD, IL 60431

COOK COUNTY

CHICAGO DEPARTMENT OF TRANSPORTATION

CHICAGO DEPARTMENT OF FINANCE

E. 136TH ST. PERMANENT EASEMENT	132 SQ FT	0.003± AC
14' ALLEY PERMANENT EASEMENT	56 SQ FT	0.001± AC
E. 135TH ST., S. AVE. K, E. 134TH ST., ET AL, PERMANENT EASEMENT	11,153 SQ FT	0.256± AC
TOTAL PERMANENT EASEMENT	11,341 SQ FT	0.260± AC
PIPELINE LENGTH	2,788 LF	

AFFECTED PIN'S: COC-135-01,-02,-03	
Property Address	Pin #
13528 S Green Bay Ave Chicago IL 60633	26-31-413-004
4000 W 134th Street Chicago IL 60633	26-32-114-014

SURVEYOR'S NOTES

1. THE EASEMENT GRANTED HEREON FALLS WITHIN THE FOLLOWING ZONING AREAS:
   M1-1 (LIMITED MANUFACTURING/BUSINESS PARK DISTRICT)
   RS-2 (RESIDENTIAL SINGLE UNIT)
   PD 1121 (PLANNED DEVELOPMENT)
   B3-1 (COMMUNITY SHOPPING DISTRICT)
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
3. NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENT UPON THE PLAT.

CDOT# 31/32-10-19-3893

May 6, 2020

SURVEYOR'S CERTIFICATE

SURVEYOR CERT; STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

1. BEARINGS FOR THIS SURVEY ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, 2011 ADJUSTMENT.
2. THE PROPOSED EASEMENT, RIGHT-OF-WAY OF STREETS AND ALLEYS, AND BLOCK DIMENSIONS SHOWN HEREON WERE PREPARED WITH A COMBINATION OF FIELD DATA AND RECORDED DOCUMENTS. IT IS THE OPINION OF THIS SURVEYOR THAT THIS PLAT OF EASEMENT DOES NOT MEET THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THE LOCATION OF THE RIGHT-OF-WAY OF STREETS, ALLEYS AND THE EASEMENT DEPICTED HEREON ARE BASED ON RECORDED DOCUMENTS AND FIELD MEASUREMENTS AND ARE TRUE ON THE GROUND BASED ON THE COMBINATION OF SAID DATA.
3. FIELD WORK COMPLETION DATE: 02/05/2017.

KENNETH J. SILVERTHORN
3413
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
PEORIA, ILLINOIS

DATE: 5-6-2020
EXP. DATE: 11-30-2020
DESIGN FIRM REGISTRATION NO. 184-001856
EXP. DATE 4-30-2021

LEGAL DESCRIPTION - FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT

TOGETHER WITH A FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31 AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, THE CENTER OF SAID FOUR-FOOT-WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE 66 FOOT WIDE PUBLIC RIGHT-OF-WAY OF E. 135TH STREET, S. AVENUE K AND THE 80-FOOT-WIDE PUBLIC RIGHT-OF-WAY OF EAST 134TH STREET, COMMENCING AT THE NORTHEAST CORNER OF LOT 1, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF E. 135TH STREET, IN BLOCK 19 IN CALUMENT AN CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION PLAT RECORDED AS DOCUMENT NUMBER 608533 ON MARCH 10, 1885; THENCE SOUTH 89 DEGREES 18 MINUTES 40 SECONDS WEST 44.15 FEET ALONG SAID NORTH LINE OF LOT 1 AND SAID SOUTH RIGHT-OF-WAY LINE OF E. 135TH STREET IN BLOCK 19 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 31 MINUTES 36 SECONDS WEST 26.74 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST 1,746.43 FEET TO A POINT WITHIN SAID RIGHT-OF-WAY OF S. AVENUE K; THENCE NORTH 00 DEGREES 34 MINUTES 58 SECONDS WEST 630.94 FEET; THENCE NORTH 09 DEGREES 25 MINUTES 02 SECONDS EAST 28.54 FEET TO A POINT WITHIN SAID RIGHT-OF-WAY OF E. 134TH STREET; THENCE NORTH 89 DEGREES 25 MINUTES 02 SECONDS EAST 157.37 FEET; THENCE NORTH 09 DEGREES 34 MINUTES 58 SECONDS WEST 46.17 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 26 SECONDS EAST 147.08 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 10 SECONDS WEST 4.97 FEET TO THE TERMINUS OF SAID EASEMENT, BEING A POINT ON THE NORTH RIGHT-OF-WAY OF SAID E. 134TH STREET, ALSO BEING ON THE SOUTH LINE OF PARCEL 2 AS DESCRIBED IN DOCUMENT NUMBER 1322513052 RECORDED ON AUGUST 13, 2013, ALL IN COOK COUNTY, ILLINOIS. THE ABOVE DESCRIBED PARCEL CONTAINS 11,153 SQUARE FEET, OR 0.256 ACRE, MORE OR LESS, WITH A TOTAL EASEMENT GRANTED CONTAINING 11,341 SQUARE FEET, OR 0.260 ACRES, MORE OR LESS.

Farnsworth GROUP
1011 WARRENVILLE ROAD, SUITE 375
LISLE, ILLINOIS 60532
(630) 296-5877 / info@f-w.com

DRAWING NO. COC-135-02 | PAGE 5 of 5

KINDER MORGAN
NATURAL GAS PIPELINE COMPANY OF AMERICA
12" NATURAL GAS PIPELINE
CITY OF CHICAGO EXHIBIT

APPROVED BY KS | DRAWING SIZE B

REVISIONS							
J	11/11/20	FGI	21151	REVISED PER CITY COMMENTS	DRH	11/11/20	
I	10/10/20	FGI	21151	REVISED PER CITY COMMENTS	DRH	10/10/20	
H	10/10/20	FGI	21151	REVISED PER CITY COMMENTS	DRH	10/10/20	
G	10/10/20	FGI	21151	ALIGNMENT CHANGE PER CLIENT	DRH	10/10/20	
F	10/10/20	FGI	21151	REVISED PER CITY COMMENTS	DRH	10/10/20	
E	07/07/20	FGI	21125	ADDED WATER MAIN CROSSINGS	DRH	07/07/20	
D	06/04/20	FGI	21125	ISSUED FOR APPROVAL	DRH	06/04/20	
C	05/06/20	FGI	21125	ISSUED FOR APPROVAL	DRH	05/06/20	
B	04/01/20	FGI	21125	ISSUED FOR APPROVAL	DRH	04/01/20	
A	02/20/20	FGI	21125	ISSUED FOR REVIEW	DRH	02/20/20	
	DATE	BY	APP.	DESCRIPTION	CHKD.	DATE	

J:\2017\0171026.01 - KMI 134TH DESIGN & ENVIRONMENTAL\04 DRAWINGS\DWG\XC PLATS CITY OF CHICAGO - 0171026.01.DWG

Exhibit B

Legal Description

136TH STREET RIGHT-OF-WAY

LEGAL DESCRIPTION - FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT

A FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, THE CENTER OF SAID FOUR-FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE 33-FOOT-WIDE PUBLIC RIGHT-OF-WAY ON E. 136TH STREET, COMMENCING AT THE SOUTHEAST CORNER OF LOT 19 IN BLOCK 19, BEING ON THE NORTH RIGHT OF WAY OF SAID E. 136TH STREET, OF THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION SAID PLAT RECORDED AS DOCUMENT NUMBER 608533 ON MARCH 10, 1885. THENCE SOUTH 89 DEGREES 18 MINUTES 45 SECONDS WEST 70.20 FEET ALONG THE SOUTH LINE OF SAID BLOCK 19 AND THE NORTH RIGHT OF WAY LINE OF SAID 136TH STREET TO THE POINT OF BEGINNING. THENCE SOUTH 00 DEGREES 40 MINUTES 48 SECONDS EAST 33.00 FEET TO THE SOUTH RIGHT-OF-WAY OF SAID E. 136TH STREET AND BEING THE TERMINUS OF SAID EASEMENT IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, ALL IN COOK COUNTY, ILLINOIS. THE ABOVE DESCRIBED PARCEL CONTAINS 132 SQUARE FEET, OR 0.003 ACRE, MORE OR LESS.

ALLEY RIGHT-OF-WAY

LEGAL DESCRIPTION - FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT

TOGETHER WITH A FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, THE CENTER OF SAID FOUR-FOOT-WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST-WEST 14-FOOT-WIDE PUBLIC ALLEY IN BLOCK 19 IN CALUMENT AN CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION PLAT RECORDED AS DOCUMENT NUMBER 608533 ON MARCH 10, 1885. COMMENCING AT THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 19 IN SAID SUBDIVISION, ALSO BEING ON THE NORTH LINE OF SAID EAST-WEST ALLEY; THENCE SOUTH 89 DEGREES 18 MINUTES 45 SECONDS WEST 70.20 FEET TO THE POINT OF BEGINNING, ALSO BEING ON THE SOUTH LINE OF SAID LOT 18 AND THE NORTH LINE OF SAID EAST-WEST 14-FOOT-WIDE PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 40 MINUTES 48 SECONDS EAST 14.00 FEET TO THE TERMINUS OF SAID EASEMENT BEING ON THE SOUTH LINE OF SAID EAST-WEST 14-FOOT-WIDE PUBLIC ALLEY AND THE NORTH LINE OF LOT 21 IN SAID BLOCK 19, ALL IN COOK COUNTY, ILLINOIS. THE ABOVE DESCRIBED PARCEL CONTAINS 56 SQUARE FEET, OR 0.001 ACRE, MORE OR LESS.

135TH STREET – 134TH STREET RIGHT-OF-WAY

LEGAL DESCRIPTION - FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT

TOGETHER WITH A FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31 AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, THE CENTER OF SAID FOUR-FOOT-WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE 66 FOOT WIDE PUBLIC RIGHT-OF-WAY OF E. 135TH STREET, S. AVENUE K AND THE 80-FOOT-WIDE PUBLIC RIGHT-OF-WAY OF EAST 134TH STREET, COMMENCING AT THE NORTHEAST CORNER OF LOT 1, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF E. 135TH STREET, IN BLOCK 19 IN CALUMENT AN CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION PLAT RECORDED AS DOCUMENT NUMBER 608533 ON MARCH 10, 1885; THENCE SOUTH 89 DEGREES 18 MINUTES 40 SECONDS WEST 44.15 FEET ALONG SAID NORTH LINE OF LOT 1 AND SAID SOUTH RIGHT-OF-WAY LINE OF E. 135TH STREET IN BLOCK 19 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 31 MINUTES 36 SECONDS WEST 26.74 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST 1,746.43 FEET TO A POINT WITHIN SAID RIGHT-OF-WAY OF S. AVENUE K; THENCE NORTH 00 DEGREES 34 MINUTES 58 SECONDS WEST 630.94 FEET; THENCE NORTH 09 DEGREES 25 MINUTES 02 SECONDS EAST 28.54 FEET TO A POINT WITHIN SAID RIGHT-OF-WAY OF E. 134TH STREET; THENCE NORTH 89 DEGREES 25 MINUTES 02 SECONDS EAST 157.37 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 58 SECONDS WEST 46.17 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 26 SECONDS EAST 147.08 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 10 SECONDS WEST 4.97 FEET TO THE TERMINUS OF SAID EASEMENT, BEING A POINT ON THE NORTH RIGHT-OF-WAY OF SAID E. 134TH STREET, ALSO BEING ON THE SOUTH LINE OF PARCEL 2 AS DESCRIBED IN DOCUMENT NUMBER 1322513052 RECORDED ON AUGUST 13, 2013, ALL IN COOK COUNTY, ILLINOIS. THE ABOVE DESCRIBED PARCEL CONTAINS 11,153 SQUARE FEET, OR 0.256 ACRE, MORE OR LESS, WITH A TOTAL EASEMENT GRANTED CONTAINING 11,341 SQUARE FEET, OR 0.260 ACRES, MORE OR LESS.

Exhibit C

Depiction of Proposed Grantee Pipeline,
To Be Retired People Gas Pipeline
And
NIPSCO Pipeline

[Attached]

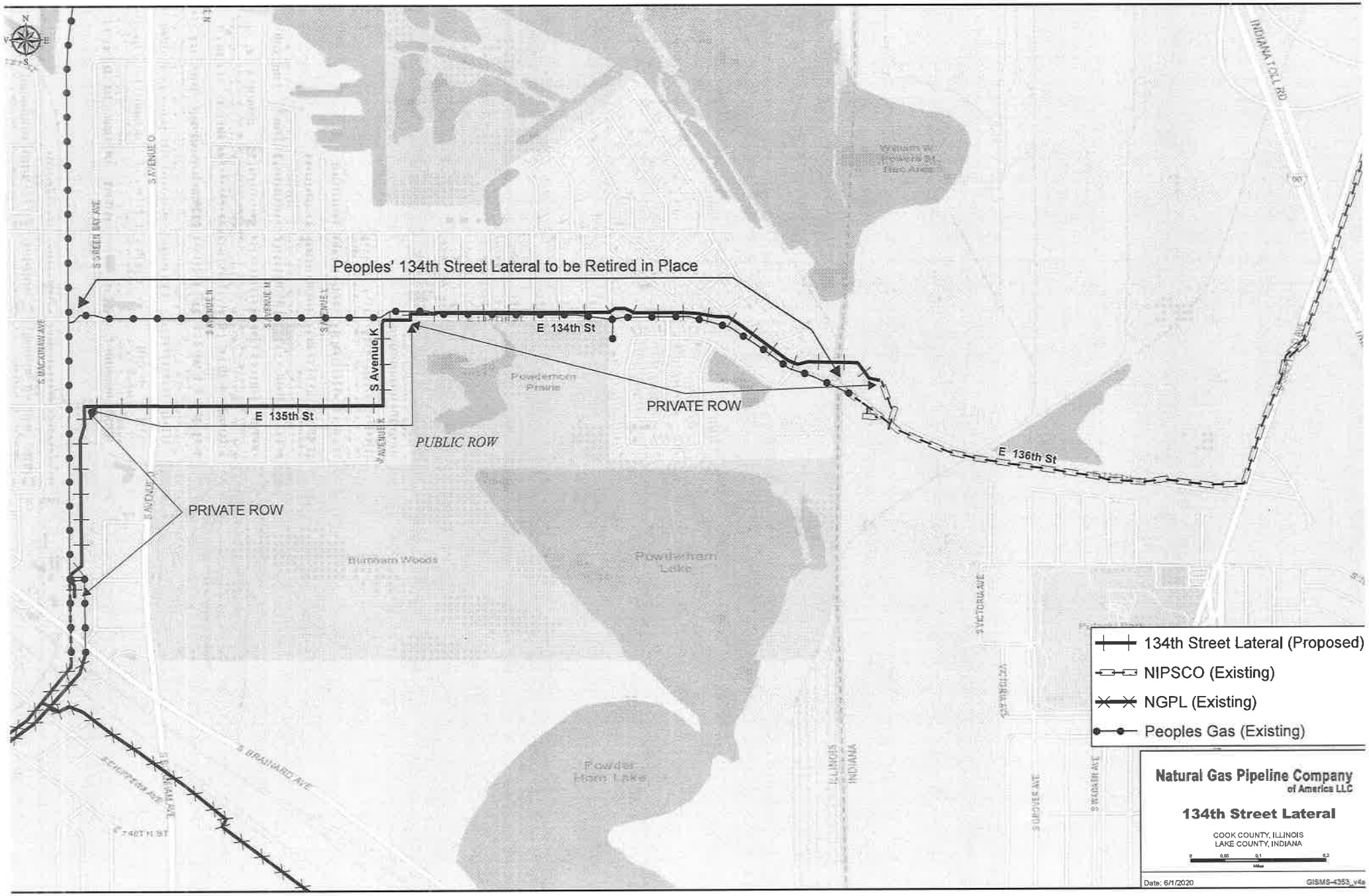

Peoples' 134th Street Lateral to be Retired in Place
E 134th St
S Avenue K
E 135th St
PUBLIC ROW
PRIVATE ROW
PRIVATE ROW
E 136th St
Powderhorn Prairie
Burnham Woods
Powderhorn Lake
Powder Horn Lake
S MACKINAW AVE
S STEEL BAY AVE
S AVENUE O
S AVENUE N
S AVENUE M
S AVENUE L
S AVENUE K
S AVENUE J
S BRAINARD AVE
E 140TH ST
S VICTORIA AVE
S HOVEY AVE
S WABASH AVE
ILLINOIS
INDIANA
INDIANA TOLL RD
134th Street Lateral (Proposed)
NIPSCO (Existing)
NGPL (Existing)
Peoples Gas (Existing)
Natural Gas Pipeline Company of America LLC
134th Street Lateral
COOK COUNTY, ILLINOIS
LAKE COUNTY, INDIANA
Date: 6/1/2020
GISMS-4353_v4a

Exhibit D

Form of Easement Agreement

[Attached]

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING, PLEASE RETURN TO:

Arthur Dolinsky, Senior Counsel
City of Chicago Department of Law
Real Estate and Land Use Division
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602
(312) 744-8731

(The Above Space for Recorder's Use Only)

LONG-TERM PUBLIC WAY EASEMENT AGREEMENT

This Long-Term Public Way Easement Agreement ("**Agreement**") is entered into as of this ____day of _____, 2020, by and between the City of Chicago, an Illinois home rule municipal corporation ("**City**"), by and through its Department of Transportation ("**CDOT**") and Natural Gas Pipeline Company of America LLC, a Delaware limited liability company, licensed to transact business in Illinois ("**Grantee**"). The City and Grantee are sometimes referred to herein jointly as the "**Parties**" or individually as a "**Party**."

RECITALS

WHEREAS, in order to replace a 1960's era Peoples Gas Light & Coke Company ("**Peoples Gas**") owned main that was previously leased under a long-term lease agreement to Grantee to deliver natural gas to serve Northern Indiana Public Service Company (NIPSCO), which will be decommissioned by Peoples Gas, Grantee proposes to construct a new 1.4 mile extension to that replacement main (no storage terminals) to continue service, each as depicted in the proposed site plan set forth in **EXHIBIT C** attached hereto and incorporated herein; and

WHEREAS, Grantee proposes to install and maintain a new, twelve inch (12") diameter pipe, natural gas transmission main gas transfer line, operating at a maximum operating pressure of 437 psig, to deliver 70,000 dekatherms/day, based on anticipated operating conditions, and meeting current industry standards and in accordance with federal regulations, including but not limited to Federal Energy Regulatory Commission and Pipeline and Hazardous Materials Safety Administration regulations, between the City's Hegewisch community area and Hammond, Indiana (the "**Project**"); and

WHEREAS, the Project will require the use of 0.53 miles of public right-of-way (the "**Public Way**"), as the pipeline transfers between private parcels; specifically, below ground rights

in E. 135th Street, S. Avenue K, E. 134th Street and a public alley, as depicted on the Plat of Easement (the "**Plat**") attached hereto and incorporated herein as **EXHIBIT A**, and legally described in **EXHIBIT B** attached hereto and incorporated herein (the "**Public Way Easement Area**"); and

WHEREAS, the use of the Public Way Easement Area for the Project is the "**Permitted Use**"; and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____, 2020, and published at pages _____ through _____ in the Journal of the Proceedings of the City Council of such date (the "**Easement Ordinance**"), authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement**. Subject to the terms and conditions of this Agreement, the City hereby grants to Grantee an easement ("**Easement**") under the Public Way Easement Area to, at Grantee's cost and expense, lay, install, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, or remove the above-described gas transfer line (any such work, "**Gas Transfer Line Work**"), or all or any part of such gas transfer line, including such drips, valves, valve boxes, regulators, fittings and other equipment and appurtenances as may be necessary, convenient or desirable (hereinafter called "**Facilities**").

2. **Terms**. The following terms and conditions apply to the Easement:

(a) The Easement is an easement appurtenant in favor of Grantee.

(b) The Easement granted under this Agreement commence on the date hereof and is perpetual; provided, however, that the Easement shall immediately terminate if Grantee abandons or forfeits the Easement. Following completion of construction, Grantee's failure to use the Facilities lying within the Easement to transfer paid product to an end user (i.e., not maintenance related use of the Facilities) for a continuous period of twelve (12) months shall constitute abandonment and forfeiture of the Easement herein granted. Upon abandonment or forfeiture, Grantee, at its sole expense, shall be responsible for the removal of the Facilities from the Public Way Easement Area and the restoration of the public way to the then-current City standards. Grantee shall furnish to the Commissioner of CDOT or any successor department, upon written request, such evidence as to verify active use.

(c) Grantee represents and warrants to the City that it is licensed, as applicable, to perform the Gas Transfer Line Work.

3. **Grantee's Obligations**.

(a) Prior to the commencement of construction of any alterations to the Public Way, Grantee shall deliver proposed plans and specifications for such alterations to the Commissioner for CDOT's review and approval. Grantee expressly warrants that any such alterations shall be designed and constructed in compliance with all federal, state and local laws and regulations in effect at the time.

(b) Grantee shall be responsible for obtaining approvals of, and paying for, any and all removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or facilities, or any other structures or facilities, located in or adjacent to the Public Way Easement Area which are owned by the City or any third-party utility company, including pavements, bridges, poles and other facilities and utilities, which are or may be necessary or appropriate to facilitate work by Grantee or its contractors or its agents related to the Facilities. Grantee shall be responsible for obtaining the consent of and making suitable arrangements with all applicable entities owning or having an interest in such structures and facilities, including any City department.

(c) Grantee shall secure all necessary permits and approvals, including but not limited to, work on the public way permits, for the Gas Transfer Line Work.

(d) Disposal Obligations and Generator Designation. Grantee shall be responsible for the proper removal, transportation and disposal of all hazardous substances as defined in 415 ILCS 5/3.215, waste as defined in 415 ILCS 5/1 et seq., or contaminants as defined in 415 ILCS 5/3.165, including soil or construction and demolition debris containing natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, that is encountered as part of or resulting from Grantee's performance of the Project within the Public Way Easement Area. In the event that a signature as "generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, Grantee shall ensure that either Grantee or its designee signs such documents.

(e) Environmental Assessments. Within six (6) months from the date of the recording of this Agreement, Grantee shall cause a third-party environmental professional to perform a comprehensive non-intrusive baseline assessment (to include soil sampling) of the Public Way Easement Area to determine whether any recognized environmental conditions exist (the "**Initial Assessment**") and provide a report of said assessment to the Commissioner of CDOT ("**Commissioner**"). Sampling results that (i) are already available to either the Grantee for those areas identified for sampling; and (ii) were collected within one (1) year prior to the Initial Assessment may be used to satisfy the need for the data sought to be collected. A draft scope of work describing the planned Initial Assessment shall be submitted to and approved by the Commissioner or her designee, prior to initiation of the Initial Assessment. The final Initial Assessment report will be provided to the Commissioner within five (5) business days from receipt of the same by the Grantee. A post-installation update to the environmental report shall be provided to the Commissioner

within thirty (30) days of completion of the Project and active transport of gas through the pipeline. Such updates may be requested periodically (no more frequent than annually), and shall be delivered within thirty (30) days of written request to the Grantee, to ensure continuing contamination-free compliance in the Public Way.

4. **Uses within the Easement Area**.

(a) Grantee may not use or permit the use of the Public Way Easement Area for any purpose other than the Permitted Use.

(b) The City reserves the right to access the Public Way Easement Area 24 hours per day, 365 days per year, without notice to Grantee; provided however, any digging or excavations will require submitting a request to the City's DIGGER service for locates to which Grantee will respond to locate its buried facilities prior to excavations.

5. **Alterations**. Grantee may not erect any structures, install any facilities or make any use of the Public Way Easement Area which in the judgment of the City or the utility companies having control of any facilities within the Public Way Easement Areas would interfere with the use, maintenance, renewal or reconstruction of such facilities or the construction of additional City-owned service facilities. Any repair or replacement of private property damaged in the Public Way Easement Area as a result of the City or any utility company exercising its access rights with respect to all or any part of the Facilities shall be the responsibility of Grantee, its successors or assigns.

6. **Termination and Closure**. Grantee shall have the right to terminate this Easement at any time, provided that upon such termination, Grantee, at its sole expense, shall, as promptly and as reasonably possible remove the Facilities from the public way and restore the Public Way to the then-current City standards.

7. **Restoration**. Grantee shall restore the Public Way to the extent altered, disturbed or damaged by the use, operation, inspection, maintenance, repair, replacement or removal of the Facilities, and all work related thereto, to a proper condition under the supervision and to the satisfaction of the Commissioner and in accordance with the Municipal Code of Chicago.

8. **Indemnity**. Except with respect to the wrongful intentional acts of the City (to the extent the same are the cause of an injury or loss to a third person), Grantee hereby indemnifies and agrees to hold harmless and defend City from and against any and all claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, and other reasonable expenses related to litigation), arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to the City, any natural person, or the City's property, including but not limited to the Public Way Easement Area and all other impacted City right-of-way areas, the property of any person, arising out of this Agreement or the occupancy, use, operation, maintenance, repair or replacement of the Facilities or the Public Way Easement Area by Grantee, its officers, employees, agents and invitees. If legal action is taken against the City or its agents or any claim is made relating to the Public Way Easement Area or

the Facilities as a result of the foregoing, the City may elect to tender said defense to Grantee which shall and must defend such action or claim at Grantee's own expense and the City shall cooperate with Grantee in the defense thereof. The City shall have the right to join Grantee as a party defendant in any such legal action. This indemnity shall not be the exclusive remedy of the City, and the City shall maintain whatever other right of indemnity it may have under common law, by statute, or by ordinance. This indemnification shall survive any termination or expiration of this Agreement

9. **Operation, Maintenance and Security of the Easement Area and Facilities**.

(a) Grantee shall maintain the Facilities as required hereunder at its sole cost and expense.

(b) Grantee shall maintain the Facilities so that the Facilities do not unduly interfere with any use of the Public Way by the City, the public, or any person or entity authorized to use or occupy the Public Way.

(c) Grantee shall conduct regular documented inspections of the Facilities and the Public Way Easement Area and maintain the Facilities and restore the Public Way Easement Area in accordance with applicable laws and to the satisfaction of the Commissioner. All maintenance records for the Facilities and Public Way Easement Area shall be made available to CDOT upon CDOT's written request for such documentation.

(d) Grantee shall cooperate with the City concerning the coordination of uses of the Public Way, including prompt responses to inquiries, attending meetings and site visits, and providing complete disclosure of information concerning the Public Way Easement Area and Facilities.

(e) Grantee shall pay for any and all utility expenses incurred with respect to the operation, maintenance, repair, replacement, and/or removal of the Facilities, or any part thereof, within the Public Way Easement Area.

10. **City Has No Maintenance and Operational Duties**. Grantee acknowledges that the City is not responsible for the operation, maintenance, repair, replacement and/or removal or security of the Facilities or the Public Way Easement Area, and the City has no obligations with respect thereto.

11. **Insurance**.

Grantee shall at all times maintain in full force and effect policies of insurance with the coverages and endorsements identified in **Exhibit D** (Operating Insurance Requirements) which is attached and incorporated. In the event that after the Effective Date the Grantee shall perform, or retain or utilize an employee, contractor, agent or any other person or entity ("**Contractor**") to perform any work on the Project, or any work in the Public Way Easement Areas or any duties associated with the Facilities, and the rest of the Public Way Easement Area, then prior to

commencing such work, Grantee shall either add or require the Contractor to add the City as additional insureds on applicable policies of insurance and endorsements covering the work in accordance with **Exhibit E** which is attached and incorporated.

12. **Default**. Grantee shall be in default hereunder in the event of a material breach by Grantee of any term or condition of this Agreement including, but not limited to, a representation or warranty, where Grantee has failed to cure such breach within sixty (60) days after written notice of breach is given to Grantee by City setting forth the nature of such breach. Failure of City to give written notice of breach to Grantee shall not be deemed to be a waiver of the City's right to assert such breach at a later time. If the default is not capable of being cured within the sixty (60) day period, then provided Grantee has commenced to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, and thereafter diligently prosecutes such cure through to completion, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, termination of this Agreement, and removal of the Facilities and restoration of the Public Way each at Grantee's sole expense.

13. **No Liens**. Grantee shall not permit any lien to stand against the Public Way Easement Area or the Facilities for any labor or material in connection with work of any character performed in the Public Way Easement Area at the direction or sufferance of Grantee.

14. **Compliance with Law**. Grantee agrees that the Public Way Easement Area and Facilities shall be used, and any alterations to the structures located within the Public Way Easement Area shall be constructed, installed, used, operated, inspected, maintained, repaired and replaced in complete compliance with all applicable laws, statutes and ordinances.

15. **Partial Invalidity**. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

16. **Notices**. Any and all notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given if and when personally delivered or on the next following business day if transmitted by reputable overnight carrier. Notices shall be addressed to Grantee and City at their respective addresses set forth below, or to such substitute address as Grantee or City may have designated by notice in accordance herewith:

If to the City: City of Chicago
Department of Transportation
30 North LaSalle Street, Room 500
Chicago, Illinois 60602
Attn: Maps and Plats /Vacations

With a copy to: City of Chicago Department of Law
121 North LaSalle Street, Suite 600

Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

If to Grantee: Natural Gas Pipeline Company of America LLC
320 Lacey Rd., Suite 700
Downers Grove, IL 60515
Attn: Maria Pavlou, Vice President, Legal

17. **Illinois Law**. This Agreement has been negotiated, executed and delivered in Chicago, Illinois, and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to the use and occupation of the public way.

18. **No Third-Party Beneficiaries**. This Agreement shall be binding upon and inure to the benefit solely of Grantee and the City and their respective successors and assigns. This document and the terms hereof are intended solely for the benefit of the parties hereto and their successors and assigns, as expressly referred to herein. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

19. **Authority and Validity**. Each Party represents and warrants to the other Party that (i) this Agreement has been duly authorized, executed and delivered by it and (ii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

20. **Miscellaneous**.

(a) The terms, benefits, and privileges set forth in this Agreement shall be deemed and taken to be covenants running with the Property and shall be binding upon Grantee, its successors and assigns having any interest in the Property.

(b) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(c) In the event the time for performance hereunder falls on a Saturday, Sunday, or legal holiday, the actual time for performance shall be the next business day.

(d) This Agreement and the accompanying Plat shall be governed by, and construed in accordance with, the internal laws of the State of Illinois. In the event that an adjudication of any kind shall be required in connection with this Agreement, the Parties agree that the venue therefor shall be the state or federal courts located in Cook County, Illinois, whichever may be applicable.

(e) This Agreement constitutes the entire contract between the Parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by all the Parties and dated a date subsequent to the date of this Agreement.

(f) Each Party agrees that it will execute and deliver such other reasonable documents and take such other reasonable actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

21. **Business Relationships**. Grantee acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement. Grantee hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement.

22. **Patriot Act Certification**. Grantee represents and warrants that neither Grantee nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Grantee that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Grantee, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

23. **Prohibition on Certain Contributions Mayoral Executive Order 2011-4**. Grantee agrees that Grantee, any person or entity who directly or indirectly has an ownership or beneficial interest in Grantee of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Grantee's contractors (i.e., any person or entity in direct contractual privity with Grantee regarding the subject matter of this Agreement) ("Section 23 Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Section 23 Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such

Sub-owners (Grantee and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Grantee, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Grantee and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Grantee represents and warrants that from the later to occur of (a) May 16, 2011, and (b) the date the City approached Grantee or the date Grantee approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Grantee agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Grantee agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Grantee agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Grantee intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source, which is then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Grantee is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
(E) two of the following four conditions exist for the partners:
    1. The partners have been residing together for at least 12 months.
    2. The partners have common or joint ownership of a residence.
    3. The partners have at least two of the following arrangements:
        a. joint ownership of a motor vehicle;
        b. a joint credit account;
        c. a joint checking account;
        d. a lease for a residence identifying both domestic partners as tenants.
    4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

24. **Failure to Maintain Eligibility to Do Business with the City**. Failure by Grantee or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement. Grantee shall at all times comply with Section 2-154-020 of the Municipal Code.

25. **Inspector General**. It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Grantee understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

26. **Waste Ordinance Provisions**. In accordance with Section 11-4-1600(e) of the Municipal Code, Grantee warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "**Waste Sections**"). During the period while this Agreement is executory, any violation of the Waste Sections by Grantee, its general contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner. Such breach and

default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of Grantee, the general contractor and any subcontractors to comply with all applicable laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement.

27. **2014 City Hiring Plan**.

(a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "**2014 City Hiring Plan**") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Grantee is aware that City policy prohibits City employees from directing any individual to apply for a position with Grantee, either as an employee or as a subcontractor, and from directing Grantee to hire an individual as an employee or as a subcontractor. Accordingly, Grantee must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Grantee under this Agreement are employees or subcontractors of Grantee, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Grantee.

(c) Grantee will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to Grantee by a City employee or City official in violation of Section 28(b) above, or advocating a violation of Section 28(c) above, Grantee will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "**OIG**"), and also to the head of the relevant City department utilizing services provided under this Agreement. Grantee will also cooperate with any inquiries by the OIG.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Grantee and City have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: _____
Gia Biagi
Commissioner
Department of Transportation

NATURAL GAS PIPELINE COMPANY OF AMERICA LLC,
a Delaware limited liability company

By: _____,
a _____ limited liability company, its manager or sole member

By:

_____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Gia Biagi, personally known to me to be the Commissioner of the Department of Transportation of the City of Chicago, Illinois (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner she signed and delivered the said instrument pursuant to authority given her on behalf of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2020.

_____
Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of _____, a _____ limited liability company, the sole member of National Gas Pipeline Company of America LLC, a Delaware limited liability company ("LLC"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, s/he signed and delivered the said instrument pursuant to authority given her/him on behalf of the LLC, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2020.

_____
Notary Public

Exhibit A to Easement Agreement

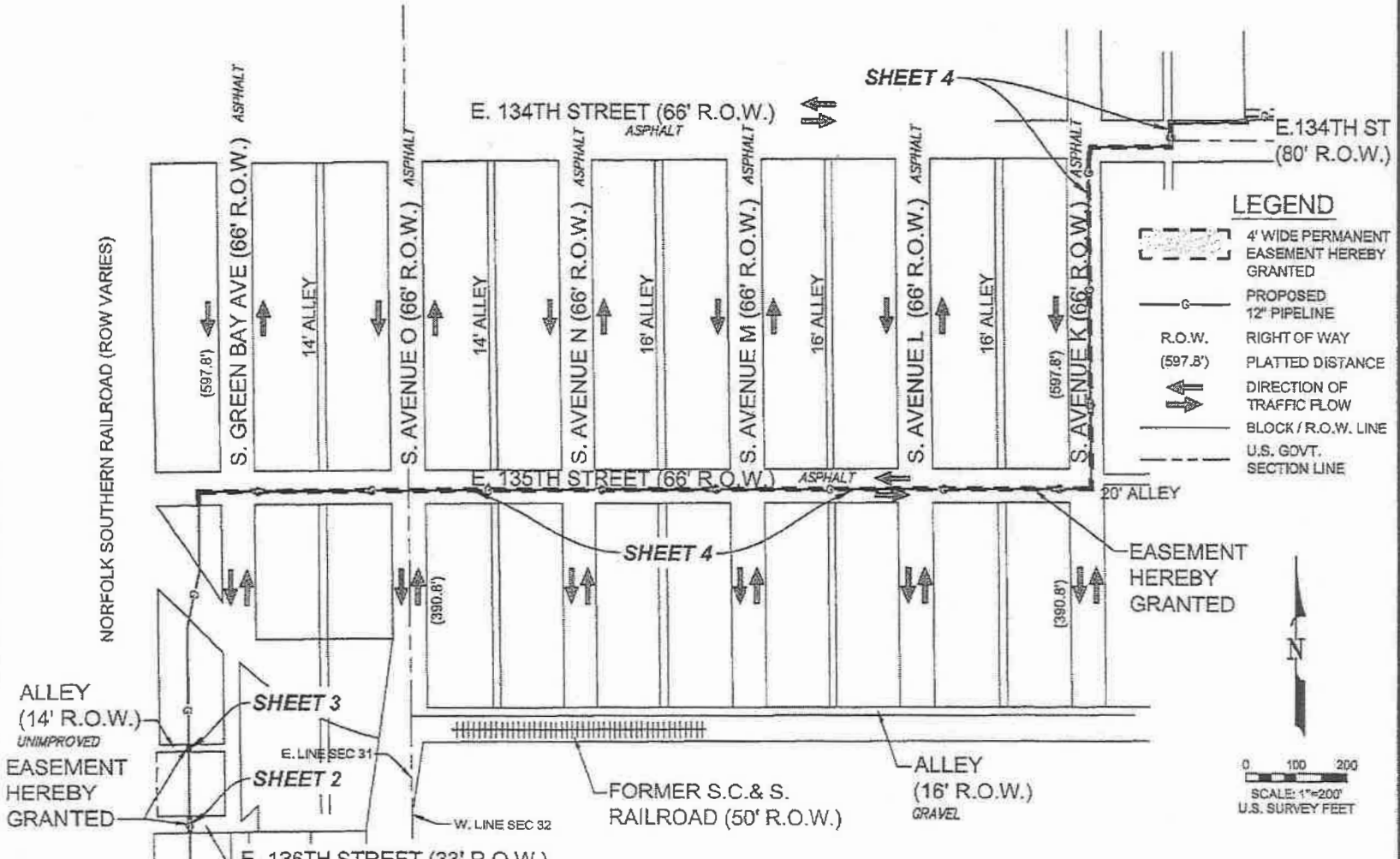
Plat of Easement

[Attached]

EXHIBIT A

PLAT OF EASEMENT

A 4' WIDE UTILITY EASEMENT FOR A 12" NATURAL GAS PIPELINE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.



CDOT# 31/32-10-19-3893

Rel MAY 6, 2020

Farnsworth GROUP
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(630) 296-5877 / info@f-w.com

DRAWING NO. COC-INDEX

1 of 5

KINDER MORGAN INC
NATURAL GAS PIPELINE COMPANY OF AMERICA

12" NATURAL GAS PIPELINE
CITY OF CHICAGO EXHIBIT

APPROVED BY KS | DRAWING SIZE B

REVISIONS

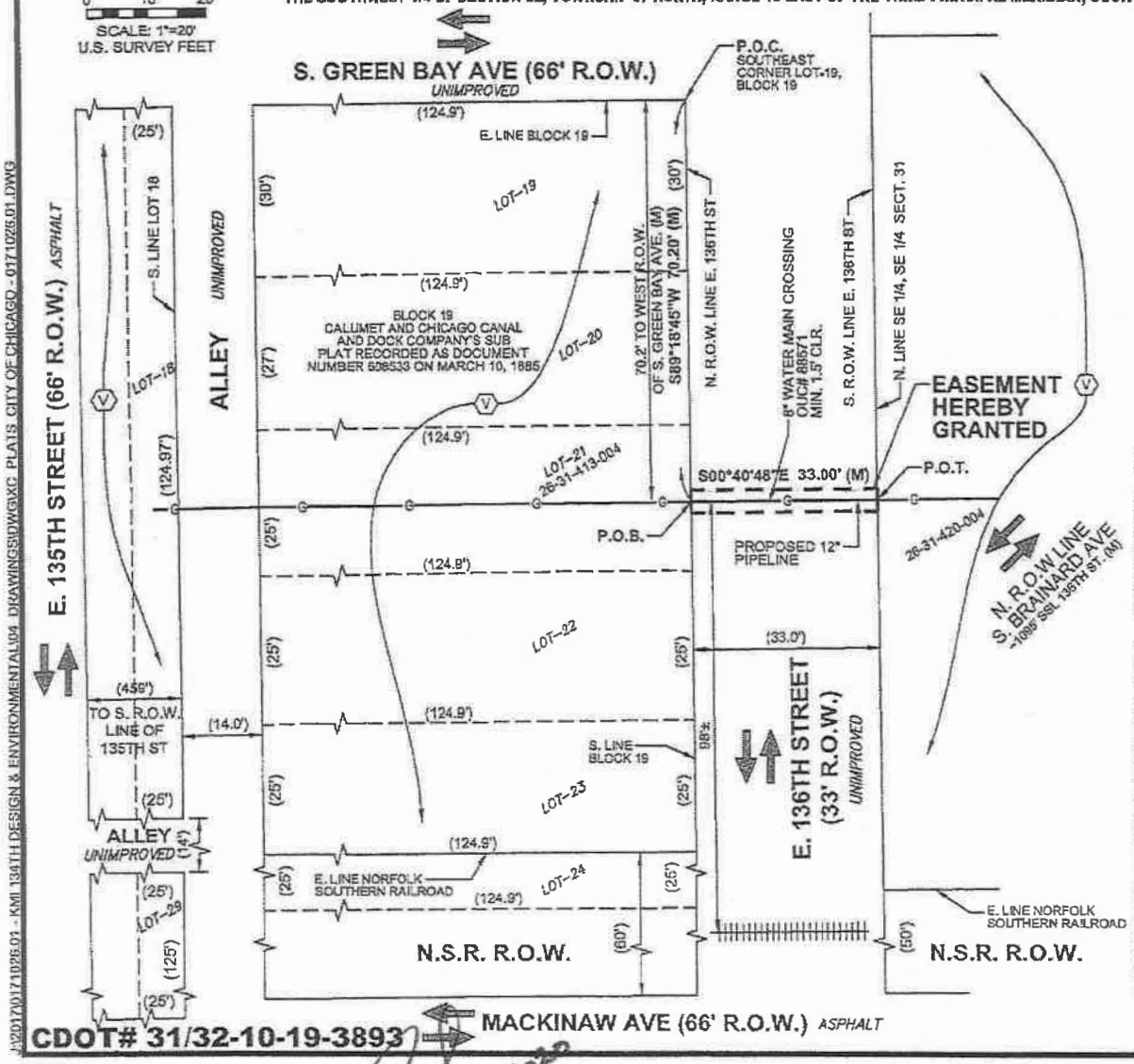
DATE	BY	APP.	DESCRIPTION	DRWN.	DATE
J	MAW	FCI	21151	REVISED PER CITY COMMENTS	DRH	MAW/20
I	MAW	FCI	21151	REVISED PER CITY COMMENTS	DRH	MAW/20
H	MAW	FCI	21151	REVISED PER CITY COMMENTS	DRH	MAW/20
G	MAW	FCI	21151	ALIGNMENT CHANGE PER CLIENT	DRH	MAW/20
F	MAW	FCI	21151	REVISED PER CITY COMMENTS	DRH	MAW/20
E	MAW	FCI	21125	ADDED WATER MAIN CROSSINGS	DRH	MAY/19
D	MAW	FCI	21125	ISSUED FOR APPROVAL	DRH	MAW/19
C	MAW	FCI	21125	ISSUED FOR APPROVAL	DRH	MAW/19
B	MAW	FCI	21125	ISSUED FOR APPROVAL	DRH	MAW/19
A	MAW	FCI	21125	ISSUED FOR REVIEW	DRH	MAW/19

J:\2017\0171026.01 - KMI 134TH DESIGN & ENVIRONMENTAL\04 DRAWINGS\DWG\XC PLATS CITY OF CHICAGO - 0171026.01.DWG

EXHIBIT A

PLAT OF EASEMENT

A 4' WIDE UTILITY EASEMENT FOR A 12" NATURAL GAS PIPELINE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.



CDOT# 31/32-10-19-3893

May 6, 2020

LEGEND

	4' WIDE PERMANENT EASEMENT HEREBY GRANTED
—G—	PROPOSED 12" PIPELINE
(M)	MEASURED
(30')	PLATTED DISTANCE
P.O.C.	POINT OF COMMENCMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
R.O.W.	RIGHT OF WAY
	DIRECTION OF TRAFFIC FLOW
	BLOCK / R.O.W. LINE
	LOT LINE
(120')	PLATTED LOT DIMENSION
(V)	VACANT PROPERTY

LEGAL DESCRIPTION - FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT

A FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, THE CENTER OF SAID FOUR-FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE 33-FOOT-WIDE PUBLIC RIGHT-OF-WAY ON E. 136TH STREET, COMMENCING AT THE SOUTHEAST CORNER OF LOT 19 IN BLOCK 19, BEING ON THE NORTH RIGHT OF WAY OF SAID E. 136TH STREET, OF THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION SAID PLAT RECORDED AS DOCUMENT NUMBER 608533 ON MARCH 10, 1885, THENCE SOUTH 89 DEGREES 18 MINUTES 45 SECONDS WEST 70.20 FEET ALONG THE SOUTH LINE OF SAID BLOCK 19 AND THE NORTH RIGHT OF WAY LINE OF SAID 136TH STREET TO THE POINT OF BEGINNING. THENCE SOUTH 00 DEGREES 40 MINUTES 48 SECONDS EAST 33.00 FEET TO THE SOUTH RIGHT-OF-WAY OF SAID E. 136TH STREET AND BEING THE TERMINUS OF SAID EASEMENT IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, ALL IN COOK COUNTY, ILLINOIS. THE ABOVE DESCRIBED PARCEL CONTAINS 132 SQUARE FEET, OR 0.003 ACRE, MORE OR LESS.

REVISIONS						
J	MWM	FCS	21151	REVISED PER CITY COMMENTS	DRH	04/05/21
I	MWM	FCS	21151	REVISED PER CITY COMMENTS	DRH	02/04/21
H	MWM	FCS	21151	REVISED PER CITY COMMENTS	DRH	01/28/21
G	MWM	FCS	21151	ALIGNMENT CHANGE PER CUDIT	DRH	09/14/20
F	MWM	FCS	21151	REVISED PER CITY COMMENTS	DRH	07/24/20
E	MWM	FCS	21151	ADDED WATER MAIN CROSSING	DRH	05/11/20
D	MWM	FCS	21151	ISSUED FOR APPROVAL	DRH	04/27/20
C	MWM	FCS	21151	ISSUED FOR APPROVAL	DRH	04/06/20
B	MWM	FCS	21151	ISSUED FOR APPROVAL	DRH	02/21/20
A	MWM	FCS	21151	ISSUED FOR REVIEW	DRH	02/11/20
REV.	DATE	BY	APP.	DESCRIPTION	DWN.	DATE

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DRAWING NO. COC-136-01

2 of 5

KINDER MORGAN
NATURAL GAS PIPELINE COMPANY OF AMERICA

12" NATURAL GAS PIPELINE
CITY OF CHICAGO EXHIBIT

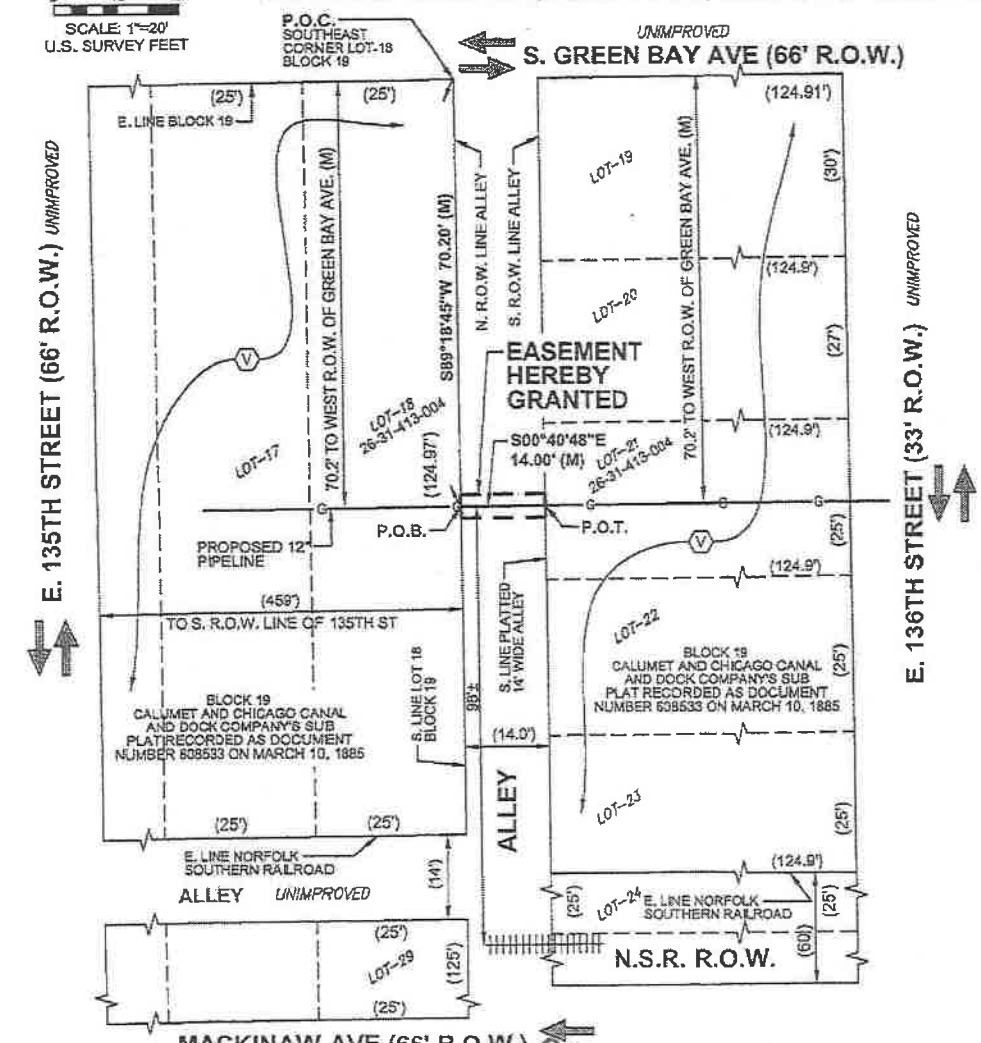
APPROVED BY | KS | DRAWING SIZE B

J:\2017\017103.01 - KMI 136TH DESIGN & ENVIRONMENTAL\04 DRAWINGS\DWG\CC PLATS CITY OF CHICAGO - 017103.01.DWG

EXHIBIT A

PLAT OF EASEMENT

A 4' WIDE UTILITY EASEMENT FOR A 12" NATURAL GAS PIPELINE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.



CDOT# 31/32-10-19-3893

LEGEND

	4' WIDE PERMANENT EASEMENT HEREBY GRANTED
—G—	PROPOSED 12" PIPELINE
(M)	MEASURED
(30')	PLATTED DISTANCE
P.O.C.	POINT OF COMMENCMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
R.O.W.	RIGHT OF WAY
⇐ ⇒	DIRECTION OF TRAFFIC FLOW
———	BLOCK / R.O.W. LINE
- - - - -	LOT LINE
(120')	PLATTED LOT DIMENSION
(V)	VACANT PROPERTY

LEGAL DESCRIPTION - FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT

TOGETHER WITH A FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, THE CENTER OF SAID FOUR-FOOT-WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST-WEST 14-FOOT-WIDE PUBLIC ALLEY IN BLOCK 19 IN CALUMENT AN CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION PLAT RECORDED AS DOCUMENT NUMBER 608533 ON MARCH 10, 1885. COMMENCING AT THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 19 IN SAID SUBDIVISION, ALSO BEING ON THE NORTH LINE OF SAID EAST-WEST ALLEY; THENCE SOUTH 89 DEGREES 18 MINUTES 45 SECONDS WEST 70.20 FEET TO THE POINT OF BEGINNING, ALSO BEING ON THE SOUTH LINE OF SAID LOT 18 AND THE NORTH LINE OF SAID EAST-WEST 14-FOOT-WIDE PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 40 MINUTES 48 SECONDS EAST 14.00 FEET TO THE TERMINUS OF SAID EASEMENT BEING ON THE SOUTH LINE OF SAID EAST-WEST 14-FOOT-WIDE PUBLIC ALLEY AND THE NORTH LINE OF LOT 21 IN SAID BLOCK 19, ALL IN COOK COUNTY, ILLINOIS. THE ABOVE DESCRIBED PARCEL CONTAINS 56 SQUARE FEET, OR 0.001 ACRE, MORE OR LESS.

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DRAWING NO. COC-ALLEY-01

KINDER MORGAN
NATURAL GAS PIPELINE COMPANY OF AMERICA

12" NATURAL GAS PIPELINE
CITY OF CHICAGO EXHIBIT

APPROVED BY KS | DRAWING SIZE B

REV	DATE	BY	APP.	DESCRIPTION
J	9/9/20	FGI	21151	REVISED PER CITY COMMENTS
I	8/24/20	FGI	21151	REVISED PER CITY COMMENTS
H	8/10/20	FGI	21151	REVISED PER CITY COMMENTS
G	8/10/20	FGI	21151	ALIGNMENT CHANGE PER CLIENT
F	8/4/20	FGI	21151	REVISED PER CITY COMMENTS
E	6/10/20	FGI	21135	ADDED WATER MAIN CROSSINGS
D	5/14/20	FGI	21135	ISSUED FOR APPROVAL
C	5/4/20	FGI	21135	ISSUED FOR APPROVAL
B	4/24/20	FGI	21135	ISSUED FOR APPROVAL
A	4/21/20	FGI	21135	ISSUED FOR REVIEW

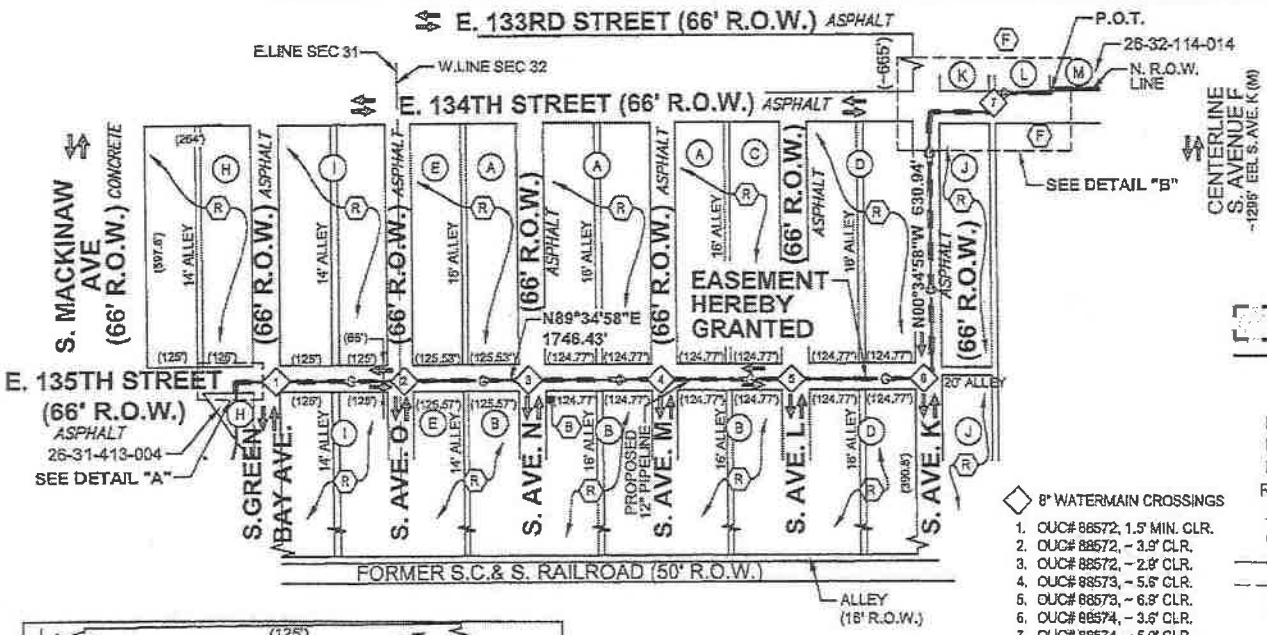
REVISIONS

J:\2017\017\1026.01 - KMI 134TH DESIGN & ENVIRONMENTAL\04 DRAWINGS\DWGS\XC PLATS CITY OF CHICAGO - 017\1026.01.DWG

EXHIBIT A

PLAT OF EASEMENT

A 4' WIDE UTILITY EASEMENT FOR A 12" NATURAL GAS PIPELINE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

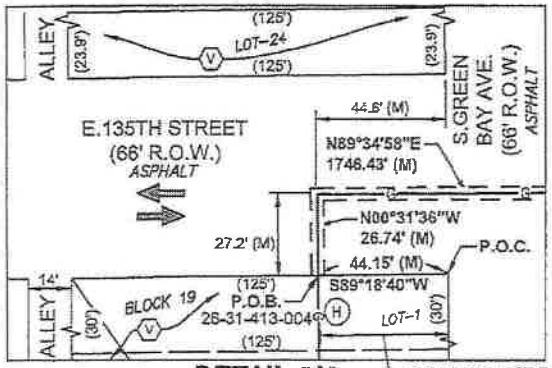


8" WATERMAIN CROSSINGS

1. OUC# 88572, 1.5' MIN. CLR.
2. OUC# 88572, ~ 3.9' CLR.
3. OUC# 88572, ~ 2.9' CLR.
4. OUC# 88573, ~ 5.6' CLR.
5. OUC# 88573, ~ 6.8' CLR.
6. OUC# 88574, ~ 3.6' CLR.
7. OUC# 88574, ~ 5.0' CLR.

LEGEND

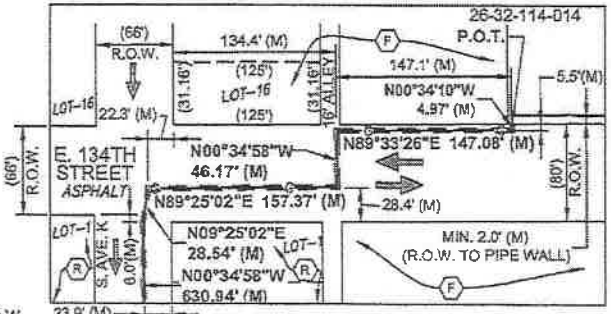
	4' WIDE PERMANENT EASEMENT HEREBY GRANTED
—G—	PROPOSED 12" PIPELINE
(M)	MEASURED
(30')	PLATTED DISTANCE
P.O.C.	POINT OF COMMENCMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
R.O.W.	RIGHT OF WAY
	DIRECTION OF TRAFFIC FLOW
	BLOCK / R.O.W. LINE
	LOT LINE
(120')	PLATTED LOT DIMENSION
(B)	BUSINESS USE
(F)	FOREST PRESERVE
(R)	RESIDENTIAL USE
(V)	VACANT PROPERTY



DETAIL "A"

0 20 40

SCALE: 1"=40'
U.S. SURVEY FEET



DETAIL "B"

0 50 100

SCALE: 1"=100'
U.S. SURVEY FEET

(A) SUB. SW 1/4 SEC. 32-37-15 REC. AUG. 7, 1914 DOC. 5472472
(B) SUB. SW 1/4 SEC. 32-37-15 REC. AUG. 20, 1917 DOC. 6175838 REC. AUG. 27, 1917 DOC. 176499
(C) SUB. SW 1/4 SEC. 32-37-15 REC. AUG. 20, 1917 DOC. 6175839 REC. AUG. 27, 1917 DOC. 176500
(D) PHILLIP'S SUB. REC. MAY 25, 1918 DOC. 6330154 REC. MAY 31, 1918 DOC. 186533
(E) HEGEWISCH LAND ASSOCIATION SECOND SUB. REC. MAY 14, 1919 DOC. 196544 REC. MAY 2, 1919 DOC. 6516304
(H) CALUMET & CHICAGO CANAL & DOCK CO. SUB REC. MARCH 10, 1885 DOC. 608533
(I) SUB. OF BLOCK 19 ALL BLK 17 & N. 292.1 FT BLK 18 REC. DEC. 10, 1923 DOC. 8213687
(J) McNAMARA'S FIRST ADD. TO HEGEWISCH REC. JAN. 18, 1956 DOC. 16472680
(K) McNAMARA'S SECOND ADD. TO HEGEWISCH REC. FEB. 21, 1957 DOC. 16831547
(L) DOC. 1711822024, RECORDED APR. 26, 2017.
(M) DOC. 1322513052, RECORDED AUG. 13, 2013.

CDOT# 31/32-10-19-3893

May 6, 2020

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DRAWING NO. COC-135-01

PAGE 4 of 5

KINDER MORGAN
NATURAL GAS PIPELINE COMPANY OF AMERICA

12" NATURAL GAS PIPELINE
CITY OF CHICAGO EXHIBIT

APPROVED BY KS | DRAWING SIZE B

REVISIONS							
J	2/18/20	FGI	21151	REVISED PER CITY COMMENTS	DRH	9/24/20
I	8/24/20	FGI	21151	REVISED PER CITY COMMENTS	DRH	8/24/20
H	12/20/19	FGI	21151	REVISED PER CITY COMMENTS	DRH	12/20/19
G	8/14/19	FGI	21151	ALIGNMENT CHANGE PER CLIENT	DRH	8/14/19
F	6/28/19	FGI	21151	REVISED PER CITY COMMENTS	DRH	6/28/19
E	6/17/19	FGI	21151	ADDED WATER MAIN CROSSINGS	DRH	6/17/19
D	6/10/19	FGI	21151	ISSUED FOR APPROVAL	DRH	6/10/19
C	6/4/19	FGI	21151	ISSUED FOR APPROVAL	DRH	6/4/19
B	5/8/19	FGI	21151	ISSUED FOR APPROVAL	DRH	5/8/19
A	4/24/19	FGI	21151	ISSUED FOR REVIEW	DRH	4/24/19
REV.	DATE	BY	APP.	DESCRIPTION	CHK.	APP.

J:\2017\017\1026.01 - KMI 134TH DESIGN & ENVIRONMENTAL\04_DRAWINGS\DWG\XC_PLATS_CITY OF CHICAGO - 017\1026.01.DWG

EXHIBIT A

PLAT OF EASEMENT

A 4' WIDE UTILITY EASEMENT FOR A 12" NATURAL GAS PIPELINE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PREPARED FOR AND MAIL TO: NATURAL GAS PIPELINE COMPANY OF AMERICA, L.L.C.
23725 WEST COUNTY FARM ROAD
SHOREWOOD, IL 60431

COOK COUNTY

CHICAGO DEPARTMENT OF TRANSPORTATION

CHICAGO DEPARTMENT OF FINANCE

E. 135TH ST. PERMANENT EASEMENT	132 SQ FT	0.003± AC
14' ALLEY PERMANENT EASEMENT	56 SQ FT	0.001± AC
E. 135TH ST., S. AVE. K, E. 134TH ST., ET AL. PERMANENT EASEMENT	11,153 SQ FT	0.256± AC
TOTAL PERMANENT EASEMENT	11,341 SQ FT	0.260± AC
PIPELINE LENGTH	2,788 LF	

AFFECTED PIN'S: COC-135-01,-02,-03	
Property Address	Pin #
13528 S Green Bay Ave Chicago IL 60633	26-31-413-004
4000 W 134th Street Chicago IL 60633	26-32-114-014

SURVEYOR'S NOTES

1. THE EASEMENT GRANTED HEREON FALLS WITHIN THE FOLLOWING ZONING AREAS:
   M1-1 (LIMITED MANUFACTURING/BUSINESS PARK DISTRICT)
   RS-2 (RESIDENTIAL SINGLE UNIT)
   PD 1121 (PLANNED DEVELOPMENT)
   B3-1 (COMMUNITY SHOPPING DISTRICT)
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
3. NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENT UPON THE PLAT.

CDOT# 31/32-10-19-3893

LEGAL DESCRIPTION - FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT

TOGETHER WITH A FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31 AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, THE CENTER OF SAID FOUR-FOOT-WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE 66 FOOT WIDE PUBLIC RIGHT-OF-WAY OF E. 135TH STREET, S. AVENUE K AND THE 80-FOOT-WIDE PUBLIC RIGHT-OF-WAY OF EAST 134TH STREET, COMMENCING AT THE NORTHEAST CORNER OF LOT 1, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF E. 135TH STREET, IN BLOCK 19 IN CALUMENT AN CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION PLAT RECORDED AS DOCUMENT NUMBER 608533 ON MARCH 10, 1885; THENCE SOUTH 89 DEGREES 18 MINUTES 40 SECONDS WEST 44.15 FEET ALONG SAID NORTH LINE OF LOT 1 AND SAID SOUTH RIGHT-OF-WAY LINE OF E. 135TH STREET IN BLOCK 19 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 31 MINUTES 36 SECONDS WEST 26.74 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST 1,746.43 FEET TO A POINT WITHIN SAID RIGHT-OF-WAY OF S. AVENUE K; THENCE NORTH 00 DEGREES 34 MINUTES 58 SECONDS WEST 630.94 FEET; THENCE NORTH 09 DEGREES 25 MINUTES 02 SECONDS EAST 28.54 FEET TO A POINT WITHIN SAID RIGHT-OF-WAY OF E. 134TH STREET; THENCE NORTH 89 DEGREES 25 MINUTES 02 SECONDS EAST 157.37 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 58 SECONDS WEST 46.17 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 28 SECONDS EAST 147.08 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 10 SECONDS WEST 4.97 FEET TO THE TERMINUS OF SAID EASEMENT, BEING A POINT ON THE NORTH RIGHT-OF-WAY OF SAID E. 134TH STREET, ALSO BEING ON THE SOUTH LINE OF PARCEL 2 AS DESCRIBED IN DOCUMENT NUMBER 1322513052 RECORDED ON AUGUST 13, 2013, ALL IN COOK COUNTY, ILLINOIS. THE ABOVE DESCRIBED PARCEL CONTAINS 11,153 SQUARE FEET, OR 0.256 ACRE, MORE OR LESS, WITH A TOTAL EASEMENT GRANTED CONTAINING 11,341 SQUARE FEET, OR 0.260 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

SURVEYOR CERT; STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

1. BEARINGS FOR THIS SURVEY ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, 2011 ADJUSTMENT.
2. THE PROPOSED EASEMENT, RIGHT-OF-WAY OF STREETS AND ALLEYS, AND BLOCK DIMENSIONS SHOWN HEREON WERE PREPARED WITH A COMBINATION OF FIELD DATA AND RECORDED DOCUMENTS. IT IS THE OPINION OF THIS SURVEYOR THAT THIS PLAT OF EASEMENT DOES NOT MEET THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THE LOCATION OF THE RIGHT-OF-WAY OF STREETS, ALLEYS AND THE EASEMENT DEPICTED HEREON ARE BASED ON RECORDED DOCUMENTS AND FIELD MEASUREMENTS AND ARE TRUE ON THE GROUND BASED ON THE COMBINATION OF SAID DATA.
3. FIELD WORK COMPLETION DATE: 02/05/2017.

KENNETH J. SILVERTHORN
3413
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
PEORIA, ILLINOIS

DATE: 5-6-2020
EXP. DATE: 11-30-2020
DESIGN FIRM REGISTRATION NO. 184-001856
EXP. DATE: 4-30-2021

REVISIONS						
J	00/00/00	FGI	21151	REVISED PER CITY COMMENTS	DRH	00/00/00
I	00/00/00	FGI	21151	REVISED PER CITY COMMENTS	DRH	00/00/00
H	00/00/00	FGI	21151	REVISED PER CITY COMMENTS	DRH	00/00/00
G	00/00/00	FGI	21151	ALIGNMENT CHANGE PER CLIENT	DRH	00/00/00
F	00/00/00	FGI	21151	REVISED PER CITY COMMENTS	DRH	00/00/00
E	00/00/00	FGI	21125	ADDED WATER MAIN CROSSINGS	DRH	00/00/00
D	00/00/00	FGI	21125	ISSUED FOR APPROVAL	DRH	00/00/00
C	00/00/00	FGI	21125	ISSUED FOR APPROVAL	DRH	00/00/00
B	00/00/00	FGI	21125	ISSUED FOR APPROVAL	DRH	00/00/00
A	00/00/00	FGI	21125	ISSUED FOR REVIEW	DRH	00/00/00
	DATE	BY	APC.	DESCRIPTION	DRN.	DATE

Farnsworth GROUP
1011 WARRENVILLE ROAD, SUITE 375
LISLE, ILLINOIS 60532
(630) 296-5877 / info@f-w.com

DRAWING NO. COC-135-02

5 of 5

KINDER MORGAN
NATURAL GAS PIPELINE COMPANY OF AMERICA
12" NATURAL GAS PIPELINE
CITY OF CHICAGO EXHIBIT

APPROVED BY KS | DRAWING SIZE B

J:\2017\017171026.01 - KMI 134TH DESIGN & ENVIRONMENTAL\04 DRAWINGS\DWG\XC PLATS CITY OF CHICAGO - 017171026.01.DWG

Exhibit B to Easement Agreement

Legal Description

136TH STREET RIGHT-OF-WAY

LEGAL DESCRIPTION - FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT

A FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, THE CENTER OF SAID FOUR-FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE 33-FOOT-WIDE PUBLIC RIGHT-OF-WAY ON E. 136TH STREET, COMMENCING AT THE SOUTHEAST CORNER OF LOT 19 IN BLOCK 19, BEING ON THE NORTH RIGHT OF WAY OF SAID E. 136TH STREET, OF THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION SAID PLAT RECORDED AS DOCUMENT NUMBER 608533 ON MARCH 10, 1885. THENCE SOUTH 89 DEGREES 18 MINUTES 45 SECONDS WEST 70.20 FEET ALONG THE SOUTH LINE OF SAID BLOCK 19 AND THE NORTH RIGHT OF WAY LINE OF SAID 136TH STREET TO THE POINT OF BEGINNING. THENCE SOUTH 00 DEGREES 40 MINUTES 48 SECONDS EAST 33.00 FEET TO THE SOUTH RIGHT-OF-WAY OF SAID E. 136TH STREET AND BEING THE TERMINUS OF SAID EASEMENT IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, ALL IN COOK COUNTY, ILLINOIS. THE ABOVE DESCRIBED PARCEL CONTAINS 132 SQUARE FEET, OR 0.003 ACRE, MORE OR LESS.

ALLEY RIGHT-OF-WAY

LEGAL DESCRIPTION - FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT

TOGETHER WITH A FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, THE CENTER OF SAID FOUR-FOOT-WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST-WEST 14-FOOT-WIDE PUBLIC ALLEY IN BLOCK 19 IN CALUMENT AN CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION PLAT RECORDED AS DOCUMENT NUMBER 608533 ON MARCH 10, 1885. COMMENCING AT THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 19 IN SAID SUBDIVISION, ALSO BEING ON THE NORTH LINE OF SAID EAST-WEST ALLEY; THENCE SOUTH 89 DEGREES 18 MINUTES 45 SECONDS WEST 70.20 FEET TO THE POINT OF BEGINNING, ALSO BEING ON THE SOUTH LINE OF SAID LOT 18 AND THE NORTH LINE OF SAID EAST-WEST 14-FOOT-WIDE PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 40 MINUTES 48 SECONDS EAST 14.00 FEET TO THE TERMINUS OF SAID EASEMENT BEING ON THE SOUTH LINE OF SAID EAST-WEST 14-FOOT-WIDE PUBLIC ALLEY AND THE NORTH LINE OF LOT 21 IN SAID BLOCK 19, ALL IN COOK COUNTY, ILLINOIS. THE ABOVE DESCRIBED PARCEL CONTAINS 56 SQUARE FEET, OR 0.001 ACRE, MORE OR LESS.

135TH STREET – 134TH STREET RIGHT-OF-WAY

LEGAL DESCRIPTION - FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT

TOGETHER WITH A FOUR-FOOT-WIDE NATURAL GAS PIPELINE UTILITY EASEMENT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31 AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, THE CENTER OF SAID FOUR-FOOT-WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE 66 FOOT WIDE PUBLIC RIGHT-OF-WAY OF E. 135TH STREET, S. AVENUE K AND THE 80-FOOT-WIDE PUBLIC RIGHT-OF-WAY OF EAST 134TH STREET, COMMENCING AT THE NORTHEAST CORNER OF LOT 1, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF E. 135TH STREET, IN BLOCK 19 IN CALUMENT AN CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION PLAT RECORDED AS DOCUMENT NUMBER 608533 ON MARCH 10, 1885; THENCE SOUTH 89 DEGREES 18 MINUTES 40 SECONDS WEST 44.15 FEET ALONG SAID NORTH LINE OF LOT 1 AND SAID SOUTH RIGHT-OF-WAY LINE OF E. 135TH STREET IN BLOCK 19 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 31 MINUTES 36 SECONDS WEST 26.74 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST 1,746.43 FEET TO A POINT WITHIN SAID RIGHT-OF-WAY OF S. AVENUE K; THENCE NORTH 00 DEGREES 34 MINUTES 58 SECONDS WEST 630.94 FEET; THENCE NORTH 09 DEGREES 25 MINUTES 02 SECONDS EAST 28.54 FEET TO A POINT WITHIN SAID RIGHT-OF-WAY OF E. 134TH STREET; THENCE NORTH 89 DEGREES 25 MINUTES 02 SECONDS EAST 157.37 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 58 SECONDS WEST 46.17 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 26 SECONDS EAST 147.08 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 10 SECONDS WEST 4.97 FEET TO THE TERMINUS OF SAID EASEMENT, BEING A POINT ON THE NORTH RIGHT-OF-WAY OF SAID E. 134TH STREET, ALSO BEING ON THE SOUTH LINE OF PARCEL 2 AS DESCRIBED IN DOCUMENT NUMBER 1322513052 RECORDED ON AUGUST 13, 2013, ALL IN COOK COUNTY, ILLINOIS. THE ABOVE DESCRIBED PARCEL CONTAINS 11,153 SQUARE FEET, OR 0.256 ACRE, MORE OR LESS, WITH A TOTAL EASEMENT GRANTED CONTAINING 11,341 SQUARE FEET, OR 0.260 ACRES, MORE OR LESS.

Exhibit C to Easement Agreement

Depiction of Proposed Grantee Pipeline,
To Be Retired People Gas Pipeline
And
NIPSCO Pipeline

[Attached]

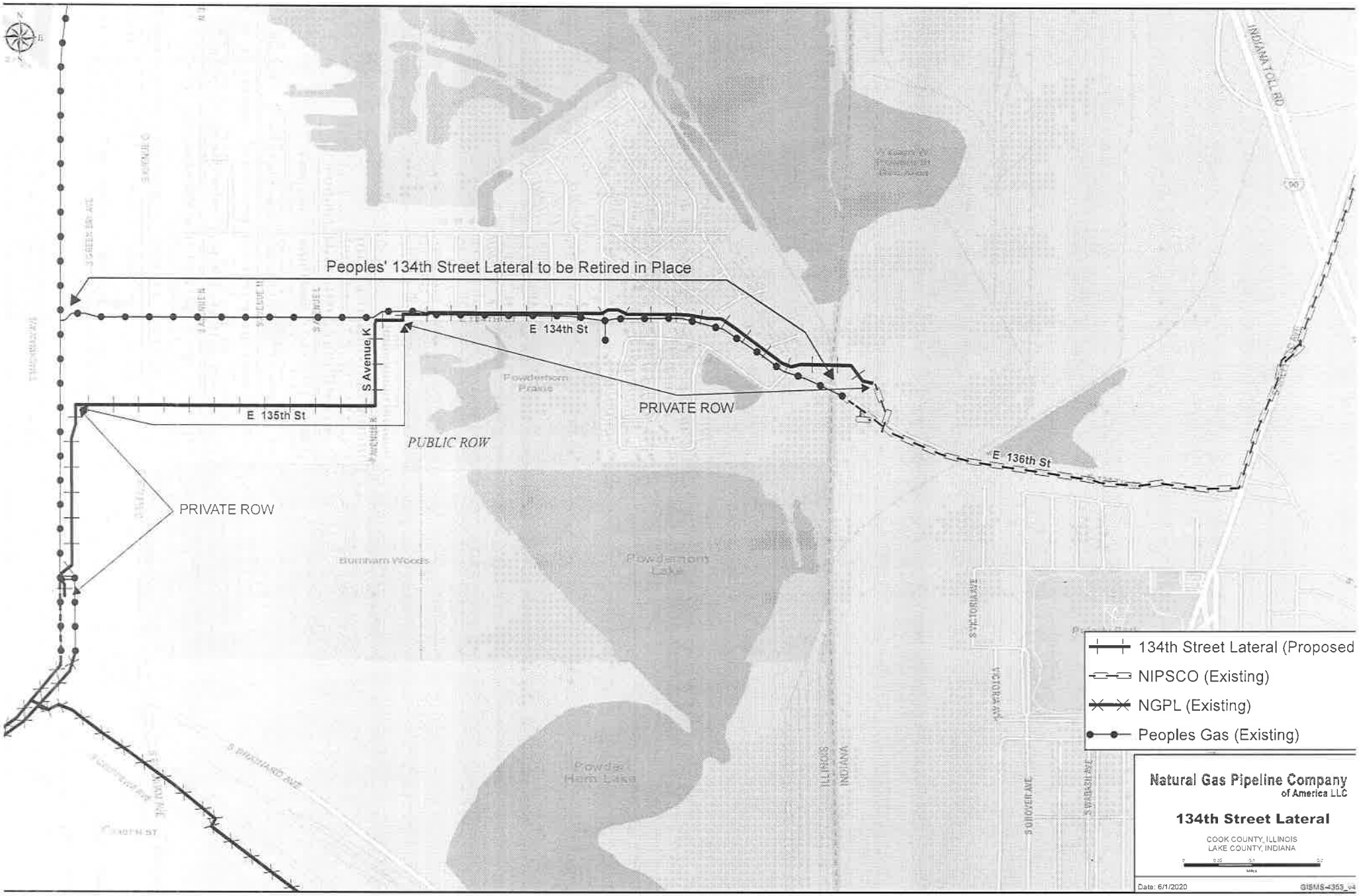
Peoples' 134th Street Lateral to be Retired in Place
E 134th St
S Avenue K
E 135th St
PUBLIC ROW
PRIVATE ROW
PRIVATE ROW
E 136th St
INDIANA TOLL RD
Powderhorn Prairie
Burnham Woods
Powderhorn Lake
Powderhorn Lake
S HIGHLAND AVE
S VICTORIA AVE
S GLOVER AVE
S PARKSIDE AVE
ILLINOIS
INDIANA
134th Street Lateral (Proposed
NIPSCO (Existing)
NGPL (Existing)
Peoples Gas (Existing)
Natural Gas Pipeline Company
of America LLC
134th Street Lateral
COOK COUNTY, ILLINOIS
LAKE COUNTY, INDIANA
Date: 6/1/2020
GISMS-4353_v4

Exhibit D to Easement Agreement

Operating Insurance Requirements

Grantee must provide and maintain at Grantee's own expense, during the term of the Agreement and during the time period following expiration if Grantee is required to return and perform any work, services, or operations, the insurance coverage and requirements specified below, insuring all work, services, or operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $1,000,000 each accident, $1,000,000 disease-policy limit, and $1,000,000 disease-each employee or the full per occurrence limits of the policy, whichever is greater.

Grantee may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Grantee's work, services or operations related to this Agreement. The City's additional insured status must apply to liability and defense of suits arising out of Grantee's acts or omissions, whether such liability is attributable to the Grantee or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Grantee's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Grantee may use a combination of primary and excess/umbrella policy/policies and self-insurance to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)
Grantee must maintain Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be limited

to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work. The City and other entities required by City are to be named as additional insureds on a primary, non-contributory basis.

Grantee may use a combination of primary and excess/umbrella policy/policies and self-insurance to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than $15,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Grantee may use a combination of primary and excess/umbrella policies and self-insurance to satisfy the limits of liability required in sections A.1, A.2, A3 and A.4 herein.

5) Professional Liability

When any architects, engineers, construction managers or any other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained or cause to be maintained, with limits of not less than $2,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work or services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Grantee must furnish the City of Chicago, Department of Transportation, Bureau of Project Management, 30 North LaSalle Street, Room 500, Chicago, IL 60602, certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Grantee must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute Agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Grantee, their insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Grantee must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Grantee for

liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Grantee to comply with required coverage and terms and conditions outlined herein will not limit Grantee's liability or responsibility nor does it relieve Grantee of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided.

Notice of Material Change, Cancellation or Non-Renewal. Grantee must provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions or self-insurance on referenced insurance coverages must be borne by Grantee.

Waiver of Subrogation. Grantee hereby waives its rights and agrees to require its insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Grantee's insurer(s).

Grantee's Insurance Primary. All insurance required of Grantee under this Agreement shall be endorsed to state that Grantee's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Grantee's Liabilities. The coverages and limits furnished by Grantee in no way limit the Grantee's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Grantee under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Grantee maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Grantee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Grantee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Grantee. If Grantee desires additional coverages, the Grantee will be responsible for the acquisition and cost.

Insurance required of Contractors and Subcontractors. Grantee will require each contractor and subcontractor to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable

Excess/Umbrella Liability Insurance and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Grantee. Grantee shall determine if contractor(s) and subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Grantee is responsible for ensuring that each contractor and subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form acceptable to the City. Grantee is also responsible for ensuring that each contractor and subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Grantee must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. Failure of the contractor(s) and/or subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Grantee's liability or responsibility. Any deficiency in the limits, endorsements or coverage of contractor or subcontractor insurance shall be the responsibility of Grantee.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to reasonably modify, delete, alter or change these requirements.

Exhibit E to Easement Agreement

Construction Insurance Requirements

The Contractor must provide and maintain at Contractor's own expense, or cause to be provided, during the term of the Agreement and during and during the time period following completion if Contractor is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services or operations related to the Agreement.

A. INSURANCE REQUIRED

1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Agreement and Employers Liability coverage with limits of not less than $1,000,000 each accident, $1,000,000 disease-policy limit, and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion) explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent).

The City and Grantee must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the Grantee. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's and Grantee's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contactor, Grantee or to the City. The full policy limits and scope of protection also will apply to the City and Grantee as additional insureds, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City and Grantee.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)
Contractor must maintain Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella
Excess/Umbrella Liability Insurance must be maintained with limits of not less than $15,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City and Grantee.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Builders Risk
When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to, the following: material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, damage to adjoining and existing property, collapse, debris removal and faulty workmanship or materials. At Grantee's sole option, Builder's risk insurance may be procured by Grantee, or covered by self-insurance programs maintained by Grantee.

6) Professional Liability
When any architects, engineers or other professional consultants perform professional services in connection with this project/agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $2,000,000. Coverage must include, but not be limited to, pollution liability if environmental site assessments are conducted. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Contractors Pollution Liability

When any work, services, or operations performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than $2,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the project. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City and Grantee are to be named as additional insureds.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Contractor must furnish the City, Department of Transportation, Attn. Bureau of Project Management, 30 N. LaSalle Street, Room 500, Chicago, IL 60602, and Grantee, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City and Grantee that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of its obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided,.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for thirty (30) days prior written notice to be given to the City and Grantee in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City and Grantee under all required insurance herein for any loss arising from or relating to this Agreement. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the City and Grantee have received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Agreement must be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City and/or Grantee.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor will require each subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor must determine if subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each subcontractor has named the City and Grantee as additional insureds where required and name the City and Grantee as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 or equivalent for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Contractor is responsible for ensuring that each subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. Failure of the subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility. Any deficiency in the limits, endorsements or coverage of Subcontractor insurance shall be the responsibility of Contractor.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to reasonably modify, delete, alter or change these requirements.