

LICENSE  
ISSUED BY  
FOREST PRESERVE DISTRICT  
OF COOK COUNTY, ILLINOIS  
536 N. Harlem Avenue  
River Forest, Illinois 60305

The Forest Preserve District of Cook County (hereinafter the "District") hereby grants to:

Peoples Gas Light and Coke Company  
(Licensee)

Address 130 East Randolph, Chicago, IL 60601

Authority to locate, operate and maintain 66 linear feet of 36-inch natural gas pipeline  
(hereinafter referred to as the "Facilities").

Upon, across, through, or under the following described real estate and according to the plan included herewith as Exhibit A and provision contained herein.

District property on the south side of the Little Calumet River approximately 132 feet east of Torrence Avenue, at Burnham Prairie.

2. **Term.** The term for this license will be ten (10) years, subject to the provisions of paragraph 6 and 7.

3. **Fee.** A onetime up-front fee of \$ 7,800.00 will be charged for the term of this license.

4. **No Estate in Land.** This instrument creates a License only and Licensee does not hold and shall not claim at any time any interest or estate of any kind or extent whatsoever in the District's property by virtue of this License or the Licensee's use of the District's property. In the event that for any year or partial year following issuance of the License, the taxing authorities of Cook County assess any general real estate taxes against the District, the Licensee or any other party pursuant to the License, including but not limited to any assessment pursuant to 35 ILCS 200/15-60 and 200/9-195, Licensee shall protect, defend, and hold the District harmless from any and all such tax liability and the Licensee shall be responsible for the payment of such taxes when first due and owing and before any penalty attaches.

5. **Plans.** The plans and manner of execution or operation shall meet the approval of and be done to the satisfaction of the General Superintendent of the District or his authorized representative.

6. **Maintenance - Removal.** The Facilities shall be maintained by the Licensee at his sole expense. To the extent the District determines that the facilities must be removed or relocated for operational purposes, such Facilities are to be relocated or removed by said Licensee, at the sole cost and expense of said Licensee, upon not less than ninety (90) days written notice to the Licensee at his last known address. In addition, upon expiration of this License, unless timely renewed, Licensee may, at the District's election, be required to remove the Facilities and restore the premises as nearly as reasonably possible to the condition existing prior to such removal. Upon failure of the Licensee to properly maintain said Facilities, or failure to relocate or remove the same upon due notice as aforesaid, the District shall have the right to cause the same to be done, and it is understood and agreed the said Licensee shall reimburse the District for cost or expense of such maintenance, relocation, or removal.

7. **Permits.** The issuance of this License by the District in no way relieves the Licensee from the obligation to apply for and receive, before the commencement of any work, all other licenses or permits required by any Federal, State, or local agency for the construction, operation, and maintenance of the Facilities.

8. **Tree Trimming, Other Alterations.** It is further agreed that no trees, shrubs, or forest growth shall be cut, trimmed or removed nor shall any building or utilities of the District be disturbed without the permission of the General Superintendent of the District or his authorized representative.

9. **Indemnification.** The Licensee hereby indemnifies and agrees to hold harmless and defend the District, its Commissioners, officers, agents, servants and employees from and against any loss, claim, damage or claim for damages, and liabilities, including reasonable attorney's fees, for injuries to all persons and damage to or theft, misappropriation or loss of property occurring in or about the Facilities or District property arising out of the issuance of the License, the Licensee's use or occupancy of the Facilities or from any activity, work or thing done, permitted or suffered by the Licensee in or about the Facilities, including any release of any substance from the Facilities and any violation of environmental or other regulations, or from any breach or default on the part of the Licensee in the performance of any provision of this License or due to any other act or omission of the Licensee or any of its agents, contractors, invitees or employees.

10. **Security During Construction.** All Licensees herein other than (1) Public Utility Companies, (2) the City of Chicago, (3) the State of Illinois, (4) the Federal Government, (5) the County of Cook, Illinois, (6) the Metropolitan Water Reclamation District of Greater Chicago, (7) a Department of the foregoing, or (8) another unit of local government shall in accordance with Section 6-1-2 and 6-1-3 of the Official Code of the Forest Preserve District (the "Code") deposit a Certified or a Cashier's Check drawn to the order of the said District in the amount of N/A (\$) to be held as a guaranty that all the conditions and provisions prescribed herein with respect to restoration of the premises to their former condition after construction shall be complied with. All such Licensees shall also furnish the District with a CERTIFICATE OF INSURANCE prepared by said Licensee's liability insurance carrier, satisfactory to said District and covering construction operations. In the event the INSURANCE is deemed unsatisfactory by the District, the Licensee shall upon request furnish the District with a SURETY BOND in accordance with Section 6-1-3 of the District Code in the amount of N/A (\$) (When amount is omitted Insurance Certificate is accepted and Surety Bond is not required).

11. **Bonding by Independent Contractor.** It is further understood that if the Licensee herein elects to construct, operate, or maintain the Facilities through the services of an independent contractor, then the Licensee shall require the said independent contractor to deposit with the District a Certified or Cashier's Check all as hereinbefore outlined under Provision 10 in the amount of 10,000.00 dollars (\$) and shall furnish the District with a **CERTIFICATE OF INSURANCE** prepared by said Independent Contractor's liability insurance carrier, satisfactory to said District and covering construction operations.

12. **Insurance; Minimum Coverage.** Licensee or its Independent Contractor at its sole cost and expense shall purchase and maintain in full force and effect during construction the following minimum insurance coverage: (i) comprehensive general public liability insurance (including contractual liability insurance covering Licensee's indemnification obligations hereunder) in an amount not less than \$3,000,000.00 per occurrence for bodily injury or death and \$1,000,000.00 for property damage; comprehensive automobile liability insurance in the same amounts as the comprehensive general public liability coverage; and worker's compensation insurance and employer's liability insurance with limits of not less than \$500,000.00. All such policies of insurance (except worker's compensation) shall name the Forest Preserve District of Cook County, its commissioners, officers, agents, and employees as additional insureds and shall provide that the District shall be notified ten (10) days prior to any change or cancellation of the policy.

13. **Construction Operations.** All construction operations, vehicle movements and material storage shall take place within the width required for construction. If temporary fencing is required all operations shall take place within said fenced area. All surplus excavated material, trees or stumps removed, and any other debris resulting from construction shall be disposed of off of District property. All ditches shall be restored back to their original contours. Underground utilities to be crossed or paralleled shall be located by the owner of the facility upon request of the contractor. Contractor shall give 48 hours notice prior to construction to facility owners. Contractor at his expense shall expose by hand any underground facility to be crossed prior to the use of any machinery. In the case of trenching, all trenches will be backfilled and mechanically compacted before topsoil is placed over trench.
14. **Temporary Fencing.** All temporary fencing required shall be installed prior to the commencement of any construction operations. All fencing shall be maintained in place throughout construction and shall be repaired as needed by the licensee or its independent contractor. All fencing is to remain in place until after restoration has been completed. After acceptance of restoration by the District all temporary fencing shall be removed from the site and disposed of off District property at the sole expense of the licensee or its independent contractor.
15. **Manhole Covers.** All manhole covers installed on Forest Preserve District property shall be of a type that either bolt down or incorporate some type of locking device. All manhole covers shall be set flush with the final grade.
16. **Restoration After Construction.** In all areas proposed to be disturbed by construction excavation operations, topsoil shall be excavated first, keeping segregated from subsoil for return to its original profile in both wetland and upland areas. In deep soils (more than twelve (12) inches of topsoil), segregate at least twelve (12) inches. In soils with less than twelve (12) inches of topsoil make every effort to segregate the entire topsoil layer. Excavated materials will be stockpiled adjacent to excavations and returned to original or designated surface contours upon completion of construction activities and then cultivated, fine graded, seeded and mulched as directed by the District. The seeding and mulching proportions and amounts shall be per the District's requirements. Seeding shall take place only between September 30 and February 15th except when authorized otherwise by the District in writing. Deliver seed tags to the Planning and Development Department at the FPD General Headquarters in River Forest, Illinois. All materials must meet the approval of the District's Landscape Architect.
17. **Notations on Plans.** All notations, as indicated on the plan marked Exhibit A, are part of this License.
18. **License not Assignable.** This License is not assignable or transferable without prior written consent of the District. Any such assignment made without prior written consent shall be null and void and shall have no force or effect and shall entitle the District to terminate this License.
19. **Prior Notice.** Licensee shall give forty-eight (48) hours prior notice to the General Superintendent of the District, or his authorized representative, before starting any of the aforesaid work.

20. **Effective Date.** This License shall become effective only when all requirements of Sections 3, 10 and 11, when applicable, are complied with by the Licensee and this License has been fully executed and delivered to Licensee.

License accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Name of Licensee Peoples Gas Light and Coke Company

Address 130 East Randolph, Chicago, IL 60601.

ATTEST:

SIGNED:

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

RECOMMENDED:

(1) \_\_\_\_\_  
Licensed Surveyor for Land Use Compliance

(2) \_\_\_\_\_  
Director of Resource Management

(3) \_\_\_\_\_  
Director of Planning and Development

(4) \_\_\_\_\_  
Chief Attorney

RECOMMENDED for signature by President on this  
Date, \_\_\_\_\_, 2014

\_\_\_\_\_  
General Superintendent

IN WITNESS WHEREOF the said Forest Preserve District of Cook County, Illinois has caused its name to be signed to these presents by its President and attested by its Secretary with its Corporate Seal affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS

(SEAL)

By \_\_\_\_\_  
Toni Preckwinkle - President

ATTEST:

By \_\_\_\_\_  
Matthew B. DeLeon - Secretary



### License Fee Calculation

License No. 1738

Length		Width		Square Ft		Acres
66	X	20	=	1,310	=	0.0301
<b>Cost/Acre</b>				<b>Acres</b>		<b>License Fee</b>
\$68,000.00		X		0.0500	=	\$3,400.00 *
				YELAR	=	\$3,400.00
				Application Fee	=	\$1,000.00
				<b>Total Fee</b>	=	<b>\$7,800.00</b>

\* Subject to minimum fee per Ordinance 5-2B-4

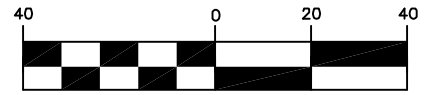
---

#### Appendix A Cost per Acre, Minimum License Fee, and YELAR Program Fee

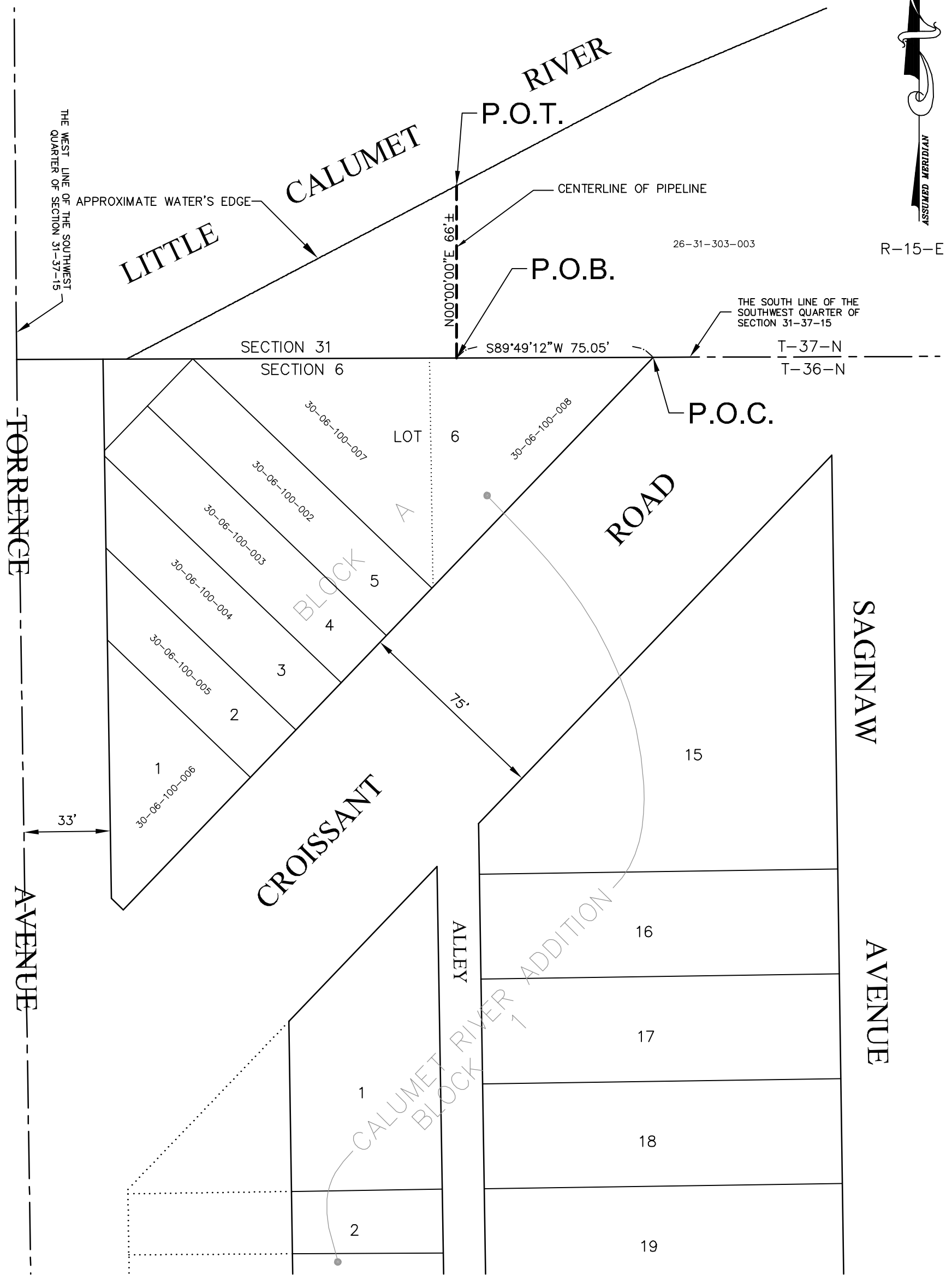
Year	Cost per Acre	Minimum Fee	YELAR Program Fee
2014	\$68,000.00	\$3,400.00	\$3,400.00

# EXHIBIT A

GRAPHIC SCALE



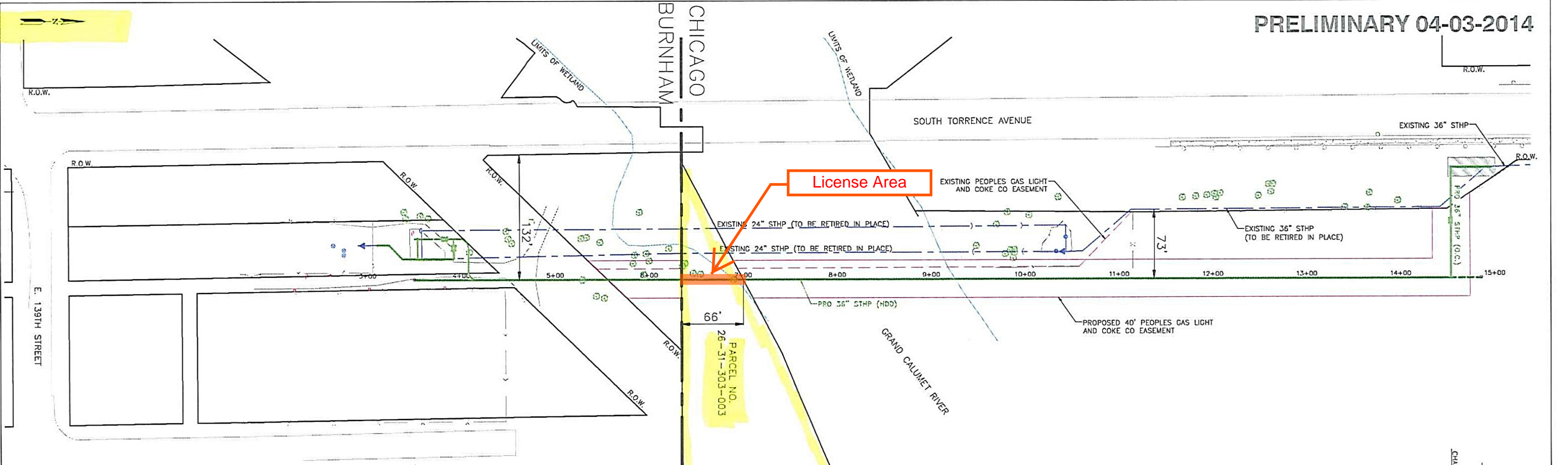
( IN FEET )  
1 inch = 40 ft.



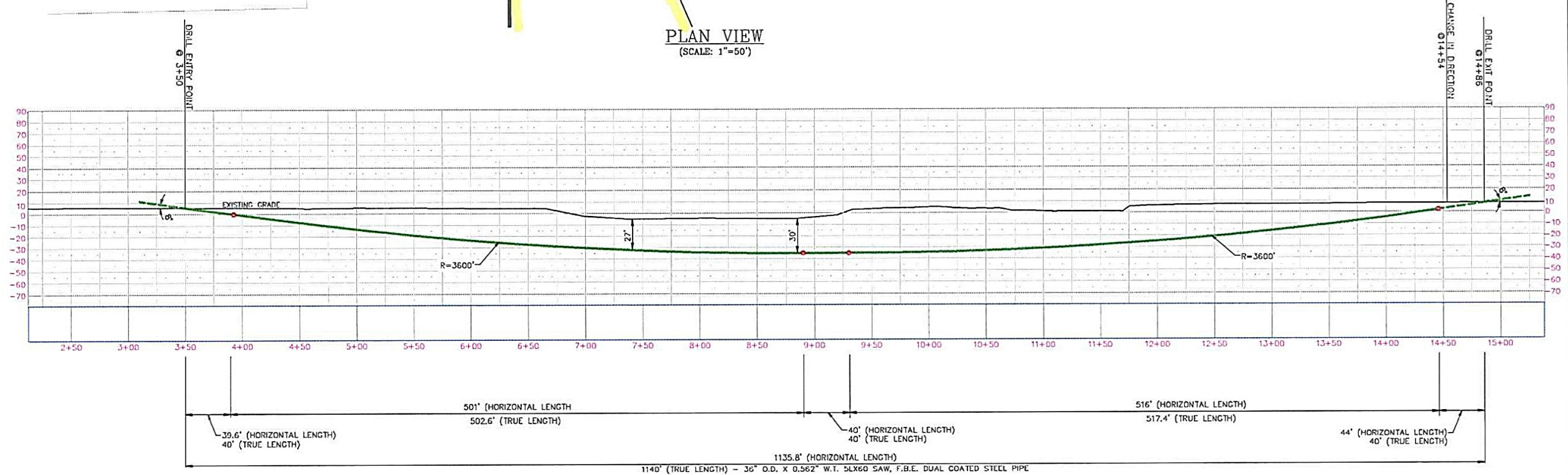
G:\Psdata\2013 Projects\13.0138\13.0138-02 138th Easements\EXHIBITS\PIN 26-31-303-003\13\_0138-02 EXH B.dwg

1 OF 1 SCALE: 1" = 40' PROJ NO.: 13.0138-02 EXB		<b>PROJECT</b> PIN: 26-31-303-003 Calumet System Upgrade 138TH Street River Crossing Chicago, Illinois	DATE: 10-09-13 DRAWN BY MRA PC NA											
		2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM	CHECKED BY DW BOOK NA PG NA											
	<b>CLIENT</b> EN ENGINEERING 28100 Torch Parkway, Suite 400 Warrenville, IL 60555	<b>REVISIONS</b>												
		<table border="1"> <thead> <tr> <th>REVISIONS</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>PER IN-HOUSE REVIEW</td> <td>10-24-13</td> <td>MRA</td> </tr> <tr> <td>PER CLIENT COMMENTS</td> <td>1-22-14</td> <td>MP</td> </tr> <tr> <td>PER CLIENT COMMENTS</td> <td>4-2-14</td> <td>MP</td> </tr> </tbody> </table>	REVISIONS	DATE	BY	PER IN-HOUSE REVIEW	10-24-13	MRA	PER CLIENT COMMENTS	1-22-14	MP	PER CLIENT COMMENTS	4-2-14	MP
	REVISIONS	DATE	BY											
PER IN-HOUSE REVIEW	10-24-13	MRA												
PER CLIENT COMMENTS	1-22-14	MP												
PER CLIENT COMMENTS	4-2-14	MP												





PLAN VIEW (SCALE: 1"=50')



PROFILE VIEW (SCALE: 1"=50')

# EXHIBIT A

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Illinois.

License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Sealed By:

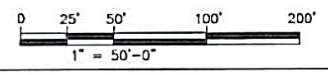
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PRELIMINARY	ENGINEERING SUPV.	GRAND CALUMET RIVER CROSSING E. 138TH ST. & S. TORRENCE AVE. PLAN AND PROFILE STA 2+50 TO STA 15+00	REVISION
	CONSTRUCTION SUPV.		BCA/PROJECT #
ENGINEERING MANAGER	WR=0140011015		
	BCA=		
		2014-	DWG FILE #
		THE PEOPLES GAS LIGHT AND COKE CO.	01 SHEET 01
		CHICAGO, ILL.	DRAWING NO.
DRAWN BY	CHECKED BY	SCALE	DATE
FD	EW/MB	1"=50'	04/03/14
			P.01-01

PREPARED BY:

**ENEngineering**  
 20100 TORCH PARKWAY  
 WARRENVILLE, IL 60555  
 TEL 630-363-4000 FAX 630-363-7777  
 WWW.ENENGINEERING.COM

- LEGEND**
- LP GAS
  - MP GAS
  - HP GAS
  - PROPOSED 36" STHP
  - COMED
  - DEO
  - TREE LINE
  - WETLAND
  - PROPOSED EASEMENT
  - EXISTING EASEMENT



FACILITIES HANDLING GAS DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OFFICE OF PIPELINE SAFETY OPERATIONS, PART 105 OF TITLE 49 OF THE CODE OF FEDERAL REGULATIONS.





License Area

S Torrence Ave

Saginaw Ave

E 139th St

S Mansfield Ave

© 2014 Google

Google earth

Google earth

feet  
meters

