



# Kane County

## Forest Preserve District

### Commission

## Agenda

Government Center  
719 S. Batavia Ave., Bldg. A  
Geneva, IL 60134

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**Tuesday, December 9, 2025**

**8:30 AM**

**County Board Room**

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- I. Call to Order**  
**Remote Attendance Approval**
- II. Roll Call**
- III. Pledge of Allegiance**
- IV. Public Comment (Each Speaker is limited to 3 minutes)**
- V. Presentation and Approval of the Minutes from November 10, 2025**
- VI. Presentation and Approval of the Bills and Commissioners' Per Diem from November 2025**

[DOC-2025-30](#) Bills and Commissioners' Per Diem from November 2025

**VII. Presentations**

- A. Presentation and Approval of the Fiscal Year 2024-2025 Comprehensive Financial Report (ACFR)**

**VIII. Finance and Administration**

**IX. Land Acquisition**

[FP-R-25-12-3197](#) Resolution Authorizing a Utility Easement with Zayo Group LLC. for the Installation and Maintenance of Fiber Optic Service at Fox River Bluff Forest Preserve

**X. Planning and Utilization**

**XI. Executive**

[FP-R-25-12-3198](#) Resolution Authorizing Easement and Right of Way Agreements with ANR Pipeline Company at Cardinal Creek Forest Preserve

[FP-R-25-12-3199](#) Resolution Authorizing Easement and Right of Way Agreements with ANR Pipeline Company at Virgil Forest Preserve

[FP-R-25-12-3200](#) Resolution Authorizing Easement and Right of Way Agreements with ANR Pipeline Company at Hampshire Forest Preserve

**XII. Closed Session to Discuss Land Acquisition, License Agreements, Potential Litigation, and Personnel**

**XIII. New or Unfinished Business**

**TMP-25-1508** Presentation and Approval of the Closed Session Minutes

**XIV. Communications**

**XV. President's Comments**

**XVI. Department Reports**

**DOC-2025-31** Department Monthly Reports

**XVII. Adjournment**

**Adjournment Until: Tuesday, January 13, 2026 at 8:30a.m. in person at the Kane County Government Center 719 S. Batavia Ave., Bldg. A, 2nd fl. Geneva, Illinois 60134 and via zoom [https://zoom.us/j/6302325980?](https://zoom.us/j/6302325980?pwd=aURTSGJoRIVJNDRCcHJXd3dvaVVrUT09)**

**pwd=aURTSGJoRIVJNDRCcHJXd3dvaVVrUT09 Meeting ID: 630 232 5980**

**Password: 24680 The Request to Speak Form on the Districts' website must still be completed for guests to speak at the meeting.**

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS.

**REPORT NO. DOC-2025-30**

**BILLS AND COMMISSIONERS' PER DIEM FROM NOVEMBER 2025**

# Commissioner Per Diem

# NOVEMBER 2025

Commissioner	Category	Committee	Committee	Committee	Committee	Committee	Committee	Committee	Committee	Days	\$ Amount
***LENERT, Bill	Executive	11/6/2025	Land Acq	11/18/2025	Plan & Util	Fin & Admin		Full Comm	11/10/2025	3	
ALLAN, Deborah ( <i>Partial Waiver</i> )					Plan & Util			Full Comm	11/10/2025	1	<i>waived</i>
ARROYO, Alex					Plan & Util			Full Comm	11/10/2025	1	\$ 30
BATES, Mavis					Plan & Util			Full Comm	11/10/2025	1	\$ 30
DAUGHERTY, Gary						Fin & Admin*		Full Comm*	11/10/2025	1	\$ 30
GARCIA, Sonia			Land Acq*	11/18/2025				Full Comm	11/10/2025	2	\$ 60
GRIPE, Jonathan	Executive	11/6/2025				Fin & Admin		Full Comm	11/10/2025	2	\$ 60
GUMZ, Michelle	Executive	11/6/2025	Land Acq	Absent				Full Comm	11/10/2025	2	<i>waived</i>
IQBAL, Mo	Executive	11/6/2025				Fin & Admin		Full Comm	11/10/2025	2	\$ 60
JUBY, Leslie	Executive	11/6/2025				Fin & Admin		Full Comm	11/10/2025	2	\$ 60
KIOUS, Chris					Plan & Util			Full Comm	11/10/2025	1	\$ 30
**LEWIS, Anita	Executive	Absent	Land Acq	11/18/2025				Full Comm	11/10/2025	2	\$ 60
LINDER, Mike			Land Acq	11/18/2025				Full Comm	11/10/2025	2	\$ 60
MOLINA, Myrna					Plan & Util			Full Comm*	11/10/2025	1	\$ 30
PENESIS, Ted					Plan & Util			Full Comm	11/10/2025	1	\$ 30
ROTH, Bill	Executive	11/6/2025	Land Acq	11/18/2025		Fin & Admin		Full Comm	11/10/2025	3	\$ 90
SANCHEZ, Jarett			Land Acq	11/18/2025				Full Comm	11/10/2025	2	\$ 60
**STRATHMANN, Cheryl	Executive	11/6/2025			Plan & Util			Full Comm	11/10/2025	2	\$ 60
SURGES, Cliff								Full Comm*	11/10/2025	1	\$ 30
TARVER, Bill								Full Comm	11/10/2025	1	\$ 30
TEPE, Vern								Full Comm	11/10/2025	1	<i>waived</i>
**WILLIAMS, Rick	Executive*	11/6/2025				Fin & Admin		Full Comm	11/10/2025	2	\$ 60
YOUNG, David								Full Comm	Absent	0	-
					Planning and Utilization & Finance and Administration Committees Cancelled					Total	\$ 870



11/24/2025

David Petschke, Dir. of Finance

Date

KEY	
President	***
Committee Chair	**
Remote	*
Absent	Absent
Present, requested waiver	<i>Waive Payment</i>





# Accounts Payable Invoice Report

G/L Date Range 11/01/25 - 11/30/25  
Report By Department - Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Department <b>11 - Administrative</b>									
Sub-Department <b>11-11 Administrative,Administrative</b>									
Vendor <b>1029 - Alarm Detection Systems Inc</b>									
1463071067	Admin-Quarterly Alarm Charges @ HQ Svc 12/25-02/26	Paid by EFT #941		11/09/2025	11/18/2025	11/18/2025		11/25/2025	1,395.63
Vendor <b>1029 - Alarm Detection Systems Inc</b> Totals						Invoices	1		\$1,395.63
Vendor <b>3679 - Ancel Glink, P.C.</b>									
114625	Admin-Legal Services Rendered Through 10/31/25	Paid by Check #127140		11/10/2025	11/10/2025	11/10/2025		12/09/2025	3,000.00
Vendor <b>3679 - Ancel Glink, P.C.</b> Totals						Invoices	1		\$3,000.00
Vendor <b>2475 - Illinois Association of Conservation &amp; Forest Pres</b>									
26007	Admin-2026 Annual Membership Dues	Paid by Check #127153		10/23/2025	11/21/2025	11/21/2025		12/09/2025	200.00
Vendor <b>2475 - Illinois Association of Conservation &amp; Forest Pres</b> Totals						Invoices	1		\$200.00
Vendor <b>3180 - Konica Minolta Business Solutions USA Inc.</b>									
503213671	Admin-Usage 6/25/25-7/24/25	Paid by Check #127157		07/24/2025	11/06/2025	11/06/2025		12/09/2025	317.73
503695939	Admin-Usage 7/25/25-8/24/25	Paid by Check #127157		08/24/2025	11/06/2025	11/06/2025		12/09/2025	379.38
504212446	Admin-Usage 8/25/25-9/24/25	Paid by Check #127157		09/24/2025	11/06/2025	11/06/2025		12/09/2025	216.17
504775935	Admin-Usage 9/25/25-10/24/25	Paid by Check #127157		10/24/2025	11/06/2025	11/06/2025		12/09/2025	345.05
Vendor <b>3180 - Konica Minolta Business Solutions USA Inc.</b> Totals						Invoices	4		\$1,258.33
Vendor <b>1680 - Menards Batavia</b>									
56599	Admin-Vinyl Blinds	Paid by EFT #968		09/30/2025	11/06/2025	11/06/2025		12/09/2025	22.99
Vendor <b>1680 - Menards Batavia</b> Totals						Invoices	1		\$22.99
Vendor <b>3670 - Petroleum Technologies Equipment, Inc</b>									
186632	Admin- NewFuelPumps&FuelSystem,PO# 2025-38,Res#3161	Paid by EFT #933		10/20/2025	11/06/2025	11/06/2025		11/10/2025	35,400.00
Vendor <b>3670 - Petroleum Technologies Equipment, Inc</b> Totals						Invoices	1		\$35,400.00
Sub-Department <b>11-11 Administrative,Administrative</b> Totals						Invoices	9		\$41,276.95
Department <b>11 - Administrative</b> Totals						Invoices	9		\$41,276.95
<b>11 Administrative</b>									
Department <b>12 - Finance &amp; Business</b>									
Sub-Department <b>12-12 Finance &amp; Business,Finance</b>									
Vendor <b>1919 - AT &amp; T</b>									
6308450676111125	Fin-Office Alarm Fax Machine Svc 11/4/25-12/3/25	Paid by Check #127117		11/04/2025	11/12/2025	11/12/2025		11/14/2025	50.86
Vendor <b>1919 - AT &amp; T</b> Totals						Invoices	1		\$50.86
Vendor <b>1853 - Paddock Publications</b>									
323801	Fin-Legal Notice For Fabyan Windmill Fire Supression	Paid by Check #127162		02/03/2025	11/10/2025	11/10/2025		12/09/2025	57.50
Vendor <b>1853 - Paddock Publications</b> Totals						Invoices	1		\$57.50



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Vendor 3253 - The Artina Group, Inc. DBA Tyler Business Forms									
107517	Fin-W2s & Self Seal Double Window Envelopes	Paid by Check #127163		11/17/2025	11/21/2025	11/21/2025		12/09/2025	354.01
Vendor 3253 - The Artina Group, Inc. DBA Tyler Business Forms Totals						Invoices	1		\$354.01
Vendor 3697 - Vanguard Archives LLC									
286687	Fin-On Site Shredding Service, PO#26087	Paid by Check #127169		11/20/2025	11/21/2025	11/21/2025		12/09/2025	390.00
Vendor 3697 - Vanguard Archives LLC Totals						Invoices	1		\$390.00
Sub-Department 12-12 Finance & Business,Finance Totals						Invoices	4		\$852.37
Sub-Department 12-13 Finance & Business,IMRF									
Vendor 1681 - Illinois Municipal Retirement Fund									
3940249Y4R8	REG Accelerated Payment Employer	Paid by EFT #936		10/17/2025	11/12/2025	11/12/2025		11/13/2025	12,124.73
Vendor 1681 - Illinois Municipal Retirement Fund Totals						Invoices	1		\$12,124.73
Sub-Department 12-13 Finance & Business,IMRF Totals						Invoices	1		\$12,124.73
Department 12 - Finance & Business Totals						Invoices	5		\$12,977.10
12 Finance & Business									
Department 14 - Human Resources									
Sub-Department 14-18 Human Resources,Human Resources									
Vendor 1029 - Alarm Detection Systems Inc									
SI601395	HR-Badge For Chris Kious	Paid by EFT #949		10/05/2023	11/03/2025	11/03/2025		12/09/2025	15.00
SI640551	HR-Badge For Ashley Alvarez	Paid by EFT #949		11/04/2025	11/13/2025	11/13/2025		12/09/2025	15.00
SI640833	HR-Badge For Rosie Gallina	Paid by EFT #949		11/11/2025	11/13/2025	11/13/2025		12/09/2025	15.00
Vendor 1029 - Alarm Detection Systems Inc Totals						Invoices	3		\$45.00
Vendor 2613 - Patrick Chess									
101925	HR-Safety Shoe Reimbursement	Paid by Check #127144		10/19/2025	11/21/2025	11/21/2025		12/09/2025	64.98
Vendor 2613 - Patrick Chess Totals						Invoices	1		\$64.98
Vendor 3631 - Sadie Dainko									
102925	HR-Safety Shoe Reimbursement	Paid by Check #127148		10/29/2025	11/06/2025	11/06/2025		12/09/2025	150.00
Vendor 3631 - Sadie Dainko Totals						Invoices	1		\$150.00
Vendor 3539 - Michael Kvasnicka									
112025	HR-Safety Shoe Reimbursement	Paid by Check #127158		11/20/2025	11/19/2025	11/19/2025		12/09/2025	150.00
Vendor 3539 - Michael Kvasnicka Totals						Invoices	1		\$150.00
Vendor 1618 - Tyler Medical Services									
464716	HR-Random Program Monthly Billing	Paid by EFT #979		10/28/2025	11/13/2025	11/13/2025		12/09/2025	610.00
464811	HR-Physical Exam Pre Placement, 10 Panel Rapid DS, Audiogram	Paid by EFT #979		11/03/2025	11/13/2025	11/13/2025		12/09/2025	175.00
Vendor 1618 - Tyler Medical Services Totals						Invoices	2		\$785.00
Vendor 1621 - Uline, Inc.									
200138384	HR-Round Table, PO#26088	Paid by Check #127167		11/04/2025	11/21/2025	11/21/2025		12/09/2025	310.13



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			Vendor 1621 - Uline, Inc. Totals			Invoices	1		\$310.13
Vendor 1267 - W. W. Grainger, Inc. DBA Grainger									
9699552973	HR-Whistle Horns	Paid by EFT #981		11/04/2025	11/13/2025	11/13/2025		12/09/2025	17.70
			Vendor 1267 - W. W. Grainger, Inc. DBA Grainger Totals			Invoices	1		\$17.70
			Sub-Department 14-18 Human Resources,Human Resources Totals			Invoices	10		\$1,522.81
Sub-Department 14-20 Human Resources,Volunteer									
Vendor 2308 - Robb A Cleave									
100925	HR Vol-Mileage Reimbursement & Toll 10/9/25-10/24/25	Paid by Check #127146		10/09/2025	11/03/2025	11/03/2025		12/09/2025	79.96
			Vendor 2308 - Robb A Cleave Totals			Invoices	1		\$79.96
Vendor 1267 - W. W. Grainger, Inc. DBA Grainger									
9651874191	HR Vol-HandSanitizers,BurnDressings,Eye Pads,EmergencyBlanket	Paid by EFT #981		09/23/2025	11/03/2025	11/03/2025		12/09/2025	256.68
			Vendor 1267 - W. W. Grainger, Inc. DBA Grainger Totals			Invoices	1		\$256.68
			Sub-Department 14-20 Human Resources,Volunteer Totals			Invoices	2		\$336.64
			Department 14 - Human Resources Totals			Invoices	12		\$1,859.45
14 Human Resources									
Department 21 - Operations & Maintenance									
Sub-Department 21-21 Operations & Maintenance,Administrative									
Vendor 3701 - Jonah Callahan									
090525	Ops Admin-CDL Reimbursement	Paid by Check #127142		09/05/2025	11/21/2025	11/21/2025		12/09/2025	50.00
			Vendor 3701 - Jonah Callahan Totals			Invoices	1		\$50.00
Vendor 1332 - Jennifer A Estes									
101325	Ops Admin-CPRP Certification Renewal Reimbursement	Paid by Check #127151		10/13/2025	11/03/2025	11/03/2025		12/09/2025	70.00
			Vendor 1332 - Jennifer A Estes Totals			Invoices	1		\$70.00
Vendor 2105 - Fuller's Car Wash of Geneva									
100225	Ops Admin/Police-Car Washes Svc 10/2/25-10/29/25	Paid by Check #127152		10/02/2025	11/06/2025	11/06/2025		12/09/2025	426.95
			Vendor 2105 - Fuller's Car Wash of Geneva Totals			Invoices	1		\$426.95
Vendor 1735 - PDRMA									
1744900808	Ops Admin-HELPPForNew&PartTimeSupervisor s9/30/25LauraSmith	Paid by EFT #972		09/30/2025	11/19/2025	11/19/2025		12/09/2025	25.00
			Vendor 1735 - PDRMA Totals			Invoices	1		\$25.00
			Sub-Department 21-21 Operations & Maintenance,Administrative Totals			Invoices	4		\$571.95
Sub-Department 21-22 Operations & Maintenance,North									
Vendor 3466 - Al Warren Oil Co. Inc.									
W1792992	N Ops-(899.2)Gal Gas Delivered To Muirhead 10/27/25	Paid by EFT #927		10/29/2025	11/04/2025	11/04/2025		11/07/2025	2,203.04



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W1792993	N Ops-(341.7)Gal Diesel Delivered To Muirhead 10/27/25	Paid by EFT #927		10/29/2025	11/04/2025	11/04/2025		11/07/2025	1,096.55
Vendor 1029 - Alarm Detection Systems Inc			Vendor 3466 - Al Warren Oil Co. Inc. Totals			Invoices	2		\$3,299.59
1450531040	N Ops-Quarterly Alarm Charges @ Jon Duerr Svc 12/25-02/26	Paid by EFT #941		11/09/2025	11/18/2025	11/18/2025		11/25/2025	199.68
1691911042	N Ops-Quarterly Alarm Charges @ Tomo Svc 12/25-02/26	Paid by EFT #941		11/09/2025	11/18/2025	11/18/2025		11/25/2025	797.04
Vendor 3678 - Amrize Mid-America, Inc.			Vendor 1029 - Alarm Detection Systems Inc Totals			Invoices	2		\$996.72
722008819	N Ops-Rip Rap	Paid by EFT #950		11/11/2025	11/21/2025	11/21/2025		12/09/2025	324.85
722008820	N Ops-Rip Rap	Paid by EFT #950		11/11/2025	11/21/2025	11/21/2025		12/09/2025	188.68
Vendor 3530 - APC Stores Inc DBA Autowares DBA Bumper to Bumper			Vendor 3678 - Amrize Mid-America, Inc. Totals			Invoices	2		\$513.53
479506448	N Ops-Front Brakes For Vehicle #332	Paid by EFT #951		10/20/2025	11/03/2025	11/03/2025		12/09/2025	169.99
479507154	N Ops-Rear Brake Kit Vehicle #332	Paid by EFT #951		10/30/2025	11/10/2025	11/10/2025		12/09/2025	169.99
479507208	N Ops-Rear Brake Shoes & Hardware, Vehicle #332	Paid by EFT #951		10/30/2025	11/10/2025	11/10/2025		12/09/2025	101.38
479508130	N Ops-Power Stop Kit For Vehicle #336	Paid by EFT #951		11/13/2025	11/21/2025	11/21/2025		12/09/2025	169.99
Vendor 1919 - AT & T			Vendor 3530 - APC Stores Inc DBA Autowares DBA Bumper to Bumper Totals			Invoices	4		\$611.35
8477420695101125	N Ops-Jon Duerr Gas Modem Svc 10/22/25-11/21/25	Paid by Check #127107		10/22/2025	11/04/2025	11/04/2025		11/07/2025	77.12
4035901118	N Ops/S Ops-Muirhead & Grunwald Svc 11/7/25-12/6/25	Paid by Check #127132		11/07/2025	11/18/2025	11/18/2025		11/25/2025	408.26
Vendor 3666 - Brad Manning Ford Inc			Vendor 1919 - AT & T Totals			Invoices	2		\$485.38
FOCS160646	N Ops-Labor & Parts For Vehicle #333	Paid by EFT #953		09/25/2025	11/10/2025	11/10/2025		12/09/2025	648.15
309479FOW	N Ops-Passenger Mirror Lamp For Vehicle #337	Paid by EFT #953		10/20/2025	11/03/2025	11/03/2025		12/09/2025	163.04
310325FOW	N Ops-Hood Latch For Vehicle #335	Paid by EFT #953		10/27/2025	11/03/2025	11/03/2025		12/09/2025	78.20
Vendor 1142 - City of Elgin			Vendor 3666 - Brad Manning Ford Inc Totals			Invoices	3		\$889.39
5173531278Oct25	N Ops-Tyler Creek Residence & Sirens Svc 9/17/25-10/16/25	Paid by Check #127119		11/03/2025	11/12/2025	11/12/2025		11/14/2025	51.21
Vendor 2027 - ComEd			Vendor 1142 - City of Elgin Totals			Invoices	1		\$51.21
748662000Oct25	N Ops-Muirhead Restroom/Shelter Svc 9/22/25-10/22/25	Paid by Check #127104		10/24/2025	11/03/2025	11/03/2025		11/05/2025	36.32



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
942128000Oct25	N Ops-Neville Property Svc 9/26/25-10/28/25	Paid by Check #127110		10/30/2025	11/04/2025	11/04/2025		11/07/2025	158.52
7822995000Oct25	N Ops-Bowes Creek Solar Panel Svc 9/26/25-10/28/25	Paid by Check #127121		10/31/2025	11/12/2025	11/12/2025		11/14/2025	30.99
3756975000Oct25	N Ops-Hoscheit Woods Svc 10/2/25-10/31/25	Paid by Check #127120		11/04/2025	11/12/2025	11/12/2025		11/14/2025	44.70
			Vendor	2027 - ComEd Totals		Invoices	4		\$270.53
Vendor 2806 - Commercial Tire Services, Inc.									
9980010201	N Ops/S Ops-Wrangler Workhorse Tires For Vehicle #340 & #433	Paid by EFT #956		10/21/2025	11/06/2025	11/06/2025		12/09/2025	1,490.00
9980010211	N Ops- ReturnOfWranglerWorkhorseTires, OrgInv#9980010201	Paid by EFT #956		10/22/2025	11/10/2025	11/10/2025		12/09/2025	(389.00)
			Vendor	2806 - Commercial Tire Services, Inc. Totals		Invoices	2		\$1,101.00
Vendor 1168 - Coon Creek Sod Farms									
12196	N Ops-Shady @ Duerr	Paid by Check #127147		10/24/2025	11/03/2025	11/03/2025		12/09/2025	750.00
			Vendor	1168 - Coon Creek Sod Farms Totals		Invoices	1		\$750.00
Vendor 1180 - Culligan Tri City Soft Water Services, Inc									
33262	N Ops-Service Call Conditioner @ Paul Wolff	Paid by EFT #943		11/01/2025	11/18/2025	11/18/2025		11/25/2025	112.50
33300	N Ops- NOpsFacSulphurCleer&Mark80Svc 11/1/25-11/30/25	Paid by EFT #943		11/01/2025	11/18/2025	11/18/2025		11/25/2025	85.00
33330	N Ops-Tomo Chi Chi Medalist Softener Svc 11/1/25-11/30/25	Paid by EFT #943		11/01/2025	11/18/2025	11/18/2025		11/25/2025	31.50
			Vendor	1180 - Culligan Tri City Soft Water Services, Inc Totals		Invoices	3		\$229.00
Vendor 1447 - Elburn Napa DBA Elburn/Hampshire/North Aurora Napa									
039023	N Ops-Bracketed Caliper & Core Deposit For Vehicle #332	Paid by EFT #959		10/29/2025	11/10/2025	11/10/2025		12/09/2025	164.72
039147	N Ops-Return Of Core, Org Inv#039023	Paid by EFT #959		10/30/2025	11/10/2025	11/10/2025		12/09/2025	(66.67)
039847	N Ops-Fuel Filters	Paid by EFT #959		11/06/2025	11/21/2025	11/21/2025		12/09/2025	24.26
738073	N Ops- NAPAPremiumPerformanceMotorO ilForM#327	Paid by EFT #959		11/10/2025	11/21/2025	11/21/2025		12/09/2025	34.68
040642	N Ops-Reman Starter & Core For Vehicle #336	Paid by EFT #959		11/12/2025	11/21/2025	11/21/2025		12/09/2025	291.15
040886	N Ops-Return Of Core, Org Inv#040642	Paid by EFT #959		11/14/2025	11/21/2025	11/21/2025		12/09/2025	(55.00)
			Vendor	1447 - Elburn Napa DBA Elburn/Hampshire/North Aurora Napa Totals		Invoices	6		\$393.14
Vendor 1220 - Elgin Key & Lock Co Inc									
251685	N Ops-Pin Tumbler Padlocks	Paid by Check #127149		10/22/2025	11/03/2025	11/03/2025		12/09/2025	107.35
251742	N Ops-Standard Keys, Key Stampings	Paid by Check #127149		11/04/2025	11/10/2025	11/10/2025		12/09/2025	14.10
			Vendor	1220 - Elgin Key & Lock Co Inc Totals		Invoices	2		\$121.45



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<b>Vendor 1254 - G&amp;L Septic, Inc.</b>									
23134	N Ops- JonDuerrTanks,Romtec@Tekawith a&Voyagers	Paid by EFT #960		10/24/2025	11/03/2025	11/03/2025		12/09/2025	2,100.00
<b>Vendor 1254 - G&amp;L Septic, Inc. Totals</b>								<b>Invoices</b>	<b>1</b>
									<b>\$2,100.00</b>
<b>Vendor 3180 - Konica Minolta Business Solutions USA Inc.</b>									
503158530	N Ops-Contract Coverage 7/18/25 -8/17/25	Paid by Check #127157		07/18/2025	11/10/2025	11/10/2025		12/09/2025	99.00
503640776	N Ops-Contract Coverage 8/18/25 -9/17/25	Paid by Check #127157		08/18/2025	11/10/2025	11/10/2025		12/09/2025	99.00
504155824	N Ops-Contract Coverage 9/18/25 -10/17/25	Paid by Check #127157		09/18/2025	11/10/2025	11/10/2025		12/09/2025	99.00
504716590	N Ops-Contract Coverage 10/18/25-11/17/25	Paid by Check #127157		10/18/2025	11/10/2025	11/10/2025		12/09/2025	99.00
<b>Vendor 3180 - Konica Minolta Business Solutions USA Inc. Totals</b>								<b>Invoices</b>	<b>4</b>
									<b>\$396.00</b>
<b>Vendor 1679 - Menards Carpentersville</b>									
46504	N Ops- HeavyDutyDoorClosers,DuctTape, PotHolePatch	Paid by EFT #969		10/21/2025	11/03/2025	11/03/2025		12/09/2025	149.61
46545	N Ops- DrivewayMarkers,ProofCoils,AntiFr eeze,FlapDiscs	Paid by EFT #969		10/22/2025	11/03/2025	11/03/2025		12/09/2025	231.10
46665	N Ops-Toilet Bowl Cleaners, Insect Traps	Paid by EFT #969		10/24/2025	11/03/2025	11/03/2025		12/09/2025	16.16
47101	N Ops-Lumber, Carr Bolts, Lag Screw, Scrub Refill	Paid by EFT #969		11/03/2025	11/10/2025	11/10/2025		12/09/2025	115.83
47300	N Ops-20Lb Bag Ice Melt	Paid by EFT #969		11/07/2025	11/21/2025	11/21/2025		12/09/2025	10.99
47404	N Ops- WhiteRags,MetalWheelCutOffs,Toi letBowlCleaners	Paid by EFT #969		11/10/2025	11/21/2025	11/21/2025		12/09/2025	58.33
47596	N Ops- MotorSensor,TwistWireConnectors ,MountedWallPlate	Paid by EFT #969		11/14/2025	11/21/2025	11/21/2025		12/09/2025	20.29
<b>Vendor 1679 - Menards Carpentersville Totals</b>								<b>Invoices</b>	<b>7</b>
									<b>\$602.31</b>
<b>Vendor 1678 - Menards Elgin</b>									
14047	N Ops- Gloves,CarrBolts,BrushStrip,HexN uts,JumboDecorPlate	Paid by EFT #970		10/20/2025	11/03/2025	11/03/2025		12/09/2025	107.71
14124	N Ops-Ranger Pants, Jeans	Paid by EFT #970		10/21/2025	11/03/2025	11/03/2025		12/09/2025	221.91
14125	N Ops-Mouse Trap	Paid by EFT #970		10/21/2025	11/03/2025	11/03/2025		12/09/2025	19.73
14278	N Ops- SteelEndFrames,Beams,Plywood,P rongHooks,MultiUseHooks	Paid by EFT #970		10/23/2025	11/03/2025	11/03/2025		12/09/2025	556.73
14279	N Ops-Return Of Quick Link, Org Inv#13681	Paid by EFT #970		10/23/2025	11/03/2025	11/03/2025		12/09/2025	(11.97)



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14282	N Ops-HID Lightbulbs, Quick Links	Paid by EFT #970		10/23/2025	11/03/2025	11/03/2025		12/09/2025	89.34
14520	N Ops-Flat Washers, Hex Nuts, Carr Bolts, Lag Screws	Paid by EFT #970		10/27/2025	11/03/2025	11/03/2025		12/09/2025	26.17
14781	N Ops-Brake Cleaners, Carr Bolts, Coffees	Paid by EFT #970		10/31/2025	11/10/2025	11/10/2025		12/09/2025	52.28
15000	N Ops-DeckStain&Sealants,Lumbers,EMT Conduit,PaintRollerCovers	Paid by EFT #970		11/04/2025	11/10/2025	11/10/2025		12/09/2025	163.04
15227	N Ops-Ranger Pants, Carpenter Pants	Paid by EFT #970		11/07/2025	11/21/2025	11/21/2025		12/09/2025	114.95
15419	N Ops-ExtensionCord,SawBladeSet,DRin gs,HexBolts,HexHeads	Paid by EFT #970		11/10/2025	11/21/2025	11/21/2025		12/09/2025	149.86
15559	N Ops-Return Of Outdoor Extension Cord, Org Inv#15419	Paid by EFT #970		11/12/2025	11/21/2025	11/21/2025		12/09/2025	(49.99)
15560	N Ops-U Posts	Paid by EFT #970		11/12/2025	11/21/2025	11/21/2025		12/09/2025	39.92
15901	N Ops-LightBulbs,CornerBraces,Mending Plates,HexBolts,DrillBit	Paid by EFT #970		11/17/2025	11/21/2025	11/21/2025		12/09/2025	114.87
15954	N Ops-SeafoamMotorTreatment,GalvPipe s,FloorMats,ReflectMarkers	Paid by EFT #970		11/18/2025	11/21/2025	11/21/2025		12/09/2025	251.79
15976	N Ops-Morton Rusts Defense	Paid by EFT #970		11/18/2025	11/21/2025	11/21/2025		12/09/2025	89.70
Vendor 1678 - Menards Elgin Totals				Invoices			16		\$1,936.04
Vendor 1433 - Midwest Trading Inc									
I546046	N Ops-Pulverized Top Soil	Paid by Check #127159		10/20/2025	11/03/2025	11/03/2025		12/09/2025	134.00
I546070	N Ops-Pulverized Top Soil	Paid by Check #127159		10/21/2025	11/03/2025	11/03/2025		12/09/2025	167.50
I546071	N Ops-Pulverized Top Soil	Paid by Check #127159		10/21/2025	11/03/2025	11/03/2025		12/09/2025	167.50
I546075	N Ops-Pulverized Top Soil	Paid by Check #127159		10/21/2025	11/03/2025	11/03/2025		12/09/2025	201.00
I546086	N Ops-Pulverized Top Soil	Paid by Check #127159		10/22/2025	11/03/2025	11/03/2025		12/09/2025	201.00
I546088	N Ops-Pulverized Top Soil	Paid by Check #127159		10/22/2025	11/03/2025	11/03/2025		12/09/2025	201.00
I546116	N Ops-Pulverized Top Soil	Paid by Check #127159		10/22/2025	11/03/2025	11/03/2025		12/09/2025	201.00
I546119	N Ops-Pulverized Top Soil	Paid by Check #127159		10/22/2025	11/03/2025	11/03/2025		12/09/2025	201.00
I546133	N Ops-Pulverized Top Soil	Paid by Check #127159		10/22/2025	11/03/2025	11/03/2025		12/09/2025	201.00
I546148	N Ops-Pulverized Top Soil	Paid by Check #127159		10/23/2025	11/03/2025	11/03/2025		12/09/2025	67.00
I546422	N Ops-Pulverized Top Soil	Paid by Check #127159		11/03/2025	11/21/2025	11/21/2025		12/09/2025	134.00
Vendor 1433 - Midwest Trading Inc Totals				Invoices			11		\$1,876.00
Vendor 1439 - Morrow Bros Ford, Inc.									
21336	N Ops-2025 F450 Dump Truck, PO#2025-28,Res#3131	Paid by Check #127113		10/29/2025	11/10/2025	11/10/2025		11/13/2025	123,319.00
Vendor 1439 - Morrow Bros Ford, Inc. Totals				Invoices			1		\$123,319.00
Vendor 2587 - Nicor Gas									







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94774007143Oct25	N Ops-Jon Duerr Shop Svc 9/29/25-10/29/25	Paid by Check #127111		10/29/2025	11/04/2025	11/04/2025		11/07/2025	97.17
33337658083Oct25	N Ops-Neville Property Svc 10/3/25-11/4/25	Paid by Check #127123		11/04/2025	11/12/2025	11/12/2025		11/14/2025	53.45
			Vendor 2587 - Nicor Gas Totals			Invoices	2		\$150.62
Vendor 3022 - Preventative Maintenance Systems									
226606	N Ops-Safety Test For Vehicle #345	Paid by EFT #973		11/06/2025	11/10/2025	11/10/2025		12/09/2025	45.00
			Vendor 3022 - Preventative Maintenance Systems Totals			Invoices	1		\$45.00
Vendor 1511 - Ralph Helm Inc.									
13379	N Ops-Oil Filters For M#327	Paid by EFT #975		11/10/2025	11/21/2025	11/21/2025		12/09/2025	56.94
			Vendor 1511 - Ralph Helm Inc. Totals			Invoices	1		\$56.94
Vendor 1538 - Russo Hardware DBA Russo Power Equipment									
SPI21329386	N Ops-Funnels, Safety Can	Paid by EFT #977		11/05/2025	11/10/2025	11/10/2025		12/09/2025	135.95
SPI21337252	N Ops-Tree Stakes	Paid by EFT #977		11/12/2025	11/21/2025	11/21/2025		12/09/2025	23.22
SPI21342492	N Ops-Sidewalk Salt	Paid by EFT #977		11/18/2025	11/21/2025	11/21/2025		12/09/2025	428.75
SPI21342773	N Ops-Driveway Markers	Paid by EFT #977		11/18/2025	11/21/2025	11/21/2025		12/09/2025	109.00
SPI21342983	N Ops-Driveway Markers	Paid by EFT #977		11/18/2025	11/21/2025	11/21/2025		12/09/2025	109.00
SPI21343884	N Ops-Driveway Markers	Paid by EFT #977		11/19/2025	11/21/2025	11/21/2025		12/09/2025	109.00
SPI21345344	N Ops-Driveway Markers	Paid by EFT #977		11/20/2025	11/21/2025	11/21/2025		12/09/2025	109.00
			Vendor 1538 - Russo Hardware DBA Russo Power Equipment Totals			Invoices	7		\$1,023.92
Vendor 2458 - State Industrial Products									
903983990	N Ops-Hand Cleaners, Aerosol Deicer	Paid by EFT #978		11/04/2025	11/10/2025	11/10/2025		12/09/2025	517.65
903989604	N Ops-Air Care Program	Paid by EFT #978		11/08/2025	11/21/2025	11/21/2025		12/09/2025	126.79
			Vendor 2458 - State Industrial Products Totals			Invoices	2		\$644.44
Vendor 1777 - Waste Management of Illinois, Inc.									
005303127541	N Ops/S Ops-Refuse Pick Up October 2025	Paid by EFT #945		11/04/2025	11/18/2025	11/18/2025		11/25/2025	3,301.07
			Vendor 1777 - Waste Management of Illinois, Inc. Totals			Invoices	1		\$3,301.07
Vendor 2259 - WM F Meyer Co									
S4744293001	N Ops-Faucet	Paid by Check #127170		10/27/2025	11/10/2025	11/10/2025		12/09/2025	136.41
			Vendor 2259 - WM F Meyer Co Totals			Invoices	1		\$136.41
Vendor 1672 - Z Hardware Company DBA Ziegler's Ace Hardware									
36779J	N Ops-Lag Screws	Paid by EFT #984		10/23/2025	11/03/2025	11/03/2025		12/09/2025	44.99
179444A	N Ops-Spray Paints	Paid by EFT #984		10/31/2025	11/10/2025	11/10/2025		12/09/2025	103.87
			Vendor 1672 - Z Hardware Company DBA Ziegler's Ace Hardware Totals			Invoices	2		\$148.86
			Sub-Department 21-22 Operations & Maintenance,North Totals			Invoices	91		\$145,448.90
Sub-Department 21-23 Operations & Maintenance,South									
Vendor 1029 - Alarm Detection Systems Inc									
1673381040	S Ops-Quarterly Alarm Charges @ Fabyan 12/25-02/26	Paid by EFT #941		11/09/2025	11/18/2025	11/18/2025		11/25/2025	195.90





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248201070	S Ops-Quarterly Alarm Charges @ Grunwald Svc 12/25-02/26	Paid by EFT #941		11/09/2025	11/18/2025	11/18/2025		11/25/2025	1,068.96
Vendor 3693 - American Express		Vendor 1029 - Alarm Detection Systems Inc Totals				Invoices	2		\$1,264.86
891009Nov25	Various Departments-Amazon Business Charges 10/19/25-11/14/25	Edit		11/17/2025	11/21/2025	11/21/2025			3,551.23
Vendor 3530 - APC Stores Inc DBA Autowares DBA Bumper to Bumper		Vendor 3693 - American Express Totals				Invoices	1		\$3,551.23
479507062	S Ops-Oil Filter For Vehicle #425	Paid by EFT #951		10/29/2025	11/19/2025	11/19/2025		12/09/2025	7.10
479507566	S Ops-Oil Filters For Carts, Oil Filter For Vehicle #448	Paid by EFT #951		11/05/2025	11/19/2025	11/19/2025		12/09/2025	28.20
Vendor 3530 - APC Stores Inc DBA Autowares DBA Bumper to Bumper Totals		Vendor 1942 - Arends Hogan Walker LLC DBA AHW LLC				Invoices	2		\$35.30
12262189	S Ops-IgnitionSwitches,IgnitionKeys,Nut sForC#405&C#406	Paid by EFT #952		11/06/2025	11/19/2025	11/19/2025		12/09/2025	74.32
Vendor 1919 - AT & T		Vendor 1942 - Arends Hogan Walker LLC DBA AHW LLC Totals				Invoices	1		\$74.32
6305564604091025	S Ops-Big Rock Campground Svc 9/25/25-10/24/25	Paid by Check #127117		09/25/2025	11/12/2025	11/12/2025		11/14/2025	88.05
6302322765101125	S Ops-Fabyan Windmill Svc 10/19/25-11/18/25	Paid by Check #127103		10/19/2025	11/03/2025	11/03/2025		11/05/2025	74.14
6302324811101125	S Ops-Fabyan Museum Svc 10/19/25-11/18/25	Paid by Check #127103		10/19/2025	11/03/2025	11/03/2025		11/05/2025	73.99
6302326854101125	S Ops-Fabyan Gas Modem Svc 10/19/25-11/18/25	Paid by Check #127103		10/19/2025	11/03/2025	11/03/2025		11/05/2025	73.82
6305564604101125	S Ops-Big Rock Campground Phone & Internet Svc 10/25/25-11/24/25	Paid by Check #127107		10/25/2025	11/04/2025	11/04/2025		11/07/2025	91.16
6302087523111125	S Ops-Horticultural Shop Svc 11/1/25-11/30/25	Paid by Check #127117		11/01/2025	11/12/2025	11/12/2025		11/14/2025	66.57
6305840670111125	S Ops-Campton Gas Modem Svc 11/4/25-12/3/25	Paid by Check #127117		11/04/2025	11/12/2025	11/12/2025		11/14/2025	74.72
Vendor 3666 - Brad Manning Ford Inc		Vendor 1919 - AT & T Totals				Invoices	7		\$542.45
311613FOW	S Ops-Hose Assemblies For Power Steering Vehicle #428	Paid by EFT #953		11/05/2025	11/19/2025	11/19/2025		12/09/2025	177.40
Vendor 1119 - Chad's Towing & Recovery Inc		Vendor 3666 - Brad Manning Ford Inc Totals				Invoices	1		\$177.40
84106	S Ops-Tow Vehicle #428 From Elburn To Campton	Paid by Check #127143		11/04/2025	11/06/2025	11/06/2025		12/09/2025	185.00
Vendor 1141 - City of Batavia		Vendor 1119 - Chad's Towing & Recovery Inc Totals				Invoices	1		\$185.00



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49200081500Oct25	S Ops-Les Arends Park Water Charges Svc 10/1/25-10/31/25	Paid by Check #127118		11/07/2025	11/12/2025	11/12/2025		11/14/2025	14.94
			Vendor 1141 - City of Batavia Totals			Invoices	1		\$14.94
Vendor 1144 - City of Geneva									
1980034000021025	S Ops-Fabyan Garage Svc 10/1/25-11/1/25	Paid by Check #127133		11/15/2025	11/18/2025	11/18/2025		11/25/2025	42.75
1980034400001025	S Ops-Fabyan Shop Svc 10/1/25-11/1/25	Paid by Check #127133		11/15/2025	11/18/2025	11/18/2025		11/25/2025	60.06
1980034550001025	S Ops-Fabyan Viking Barn Svc 10/1/25-11/1/25	Paid by Check #127133		11/15/2025	11/18/2025	11/18/2025		11/25/2025	60.48
1980034600001025	S Ops-Fabyan Villa Museum Svc 10/1/25-11/1/25	Paid by Check #127133		11/15/2025	11/18/2025	11/18/2025		11/25/2025	364.24
1980041750001025	S Ops-Fabyan Windmill/Shelter #3 Svc 10/1/25-11/1/25	Paid by Check #127133		11/15/2025	11/18/2025	11/18/2025		11/25/2025	33.56
			Vendor 1144 - City of Geneva Totals			Invoices	5		\$561.09
Vendor 3492 - Colliflower Inc. dba Randall Pressure Systems									
02806428	S Ops-HoseAssembly,StainlessTubing,TubeNuts,TubeSleeves	Paid by EFT #955		10/31/2025	11/06/2025	11/06/2025		12/09/2025	99.00
			Vendor 3492 - Colliflower Inc. dba Randall Pressure Systems Totals			Invoices	1		\$99.00
Vendor 2027 - ComEd									
7618571222Oct25	S Ops-Cherry Ln & Kirk Rd Light Svc 9/30/25-10/30/25	Paid by Check #127108		10/30/2025	11/04/2025	11/04/2025		11/07/2025	132.14
7407726000Oct25	S Ops-Dick Young House Svc 10/8/25-11/6/25	Paid by Check #127122		11/06/2025	11/12/2025	11/12/2025		11/14/2025	21.30
2923996000Oct25	S Ops-Grunwald Restroom Svc 10/7/25-11/5/25	Paid by Check #127134		11/07/2025	11/18/2025	11/18/2025		11/25/2025	113.15
9201691222Oct25	S Ops-Prairie Kame Sauer Svc 10/7/25-11/5/25	Paid by Check #127135		11/07/2025	11/18/2025	11/18/2025		11/25/2025	61.57
			Vendor 2027 - ComEd Totals			Invoices	4		\$328.16
Vendor 1180 - Culligan Tri City Soft Water Services, Inc									
33256	S Ops-Service Call Conditioner @ Big Rock	Paid by EFT #943		11/01/2025	11/18/2025	11/18/2025		11/25/2025	112.50
33301	S Ops-MaintGarageSulphurCleer&Rental Mark89Svc11/1/25-11/30/25	Paid by EFT #943		11/01/2025	11/18/2025	11/18/2025		11/25/2025	86.00
33336	S Ops-Grunwald Farms Medalist Softener Svc 11/1/25-11/30/25	Paid by EFT #943		11/01/2025	11/18/2025	11/18/2025		11/25/2025	31.50
			Vendor 1180 - Culligan Tri City Soft Water Services, Inc Totals			Invoices	3		\$230.00
Vendor 2847 - Dri Bar Ace LLC DBA Sugar Grove Ace									
J770841	S Ops-Circular Saw	Paid by EFT #958		06/06/2025	11/13/2025	11/13/2025		12/09/2025	299.00
187661	S Ops-Stihl Woodcutters Apron Chaps	Paid by EFT #958		10/07/2025	11/13/2025	11/13/2025		12/09/2025	96.99
187671	S Ops-Forest Helmet System	Paid by EFT #958		10/07/2025	11/13/2025	11/13/2025		12/09/2025	95.99
187841	S Ops-All Purpose Cleaner	Paid by EFT #958		10/10/2025	11/13/2025	11/13/2025		12/09/2025	19.98



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188191	S Ops-Garden Hose, All Seasons Hose	Paid by EFT #958		10/17/2025	11/06/2025	11/06/2025		12/09/2025	68.98
188201	S Ops-Water Softeners Solar Salt	Paid by EFT #958		10/17/2025	11/06/2025	11/06/2025		12/09/2025	15.98
188951	S Ops-Chain Coil	Paid by EFT #958		10/31/2025	11/13/2025	11/13/2025		12/09/2025	19.95
188981	S Ops-Spray Paints	Paid by EFT #958		11/02/2025	11/06/2025	11/06/2025		12/09/2025	39.56
189011	S Ops-Floor Cleaner	Paid by EFT #958		11/03/2025	11/06/2025	11/06/2025		12/09/2025	9.99
Vendor 2847 - Dri Bar Ace LLC DBA Sugar Grove Ace Totals				Invoices			9		\$666.42
Vendor 1447 - Elburn Napa DBA Elburn/Hampshire/North Aurora Napa									
039448	S Ops-Hydraulic Filter, Fuel Filter, Engine Oil Filter For T#402	Paid by EFT #959		11/03/2025	11/19/2025	11/19/2025		12/09/2025	103.58
039621	S Ops-Diesel Fuel Anti Gels, Wipers	Paid by EFT #959		11/04/2025	11/06/2025	11/06/2025		12/09/2025	111.92
039742	S Ops-Engine Oil Filter For C#407	Paid by EFT #959		11/05/2025	11/19/2025	11/19/2025		12/09/2025	9.27
040376	S Ops-Air Filter For C#409	Paid by EFT #959		11/10/2025	11/19/2025	11/19/2025		12/09/2025	20.67
040643	S Ops-10W30 Oils	Paid by EFT #959		11/12/2025	11/19/2025	11/19/2025		12/09/2025	51.48
041375	S Ops-FuelStabilizerConcentrates,DieselAntiGels,MotorCleaners	Paid by EFT #959		11/18/2025	11/19/2025	11/19/2025		12/09/2025	123.98
Vendor 1447 - Elburn Napa DBA Elburn/Hampshire/North Aurora Napa Totals				Invoices			6		\$420.90
Vendor 3320 - Mediacom Telephony of Illinois, LLC									
91015Nov25	S Ops-Big Rock Campground Phone & Internet Svc 10/30/25-11/29/25	Paid by Check #127105		10/20/2025	11/03/2025	11/03/2025		11/05/2025	275.94
91189Dec25	S Ops-Big Rock Campground Phone & Internet Svc 11/21/25-12/20/25	Paid by Check #127136		11/11/2025	11/18/2025	11/18/2025		11/25/2025	399.99
Vendor 3320 - Mediacom Telephony of Illinois, LLC Totals				Invoices			2		\$675.93
Vendor 1680 - Menards Batavia									
58534	S Ops-Back Coupling, Kleenex Tissues, Dock Back Plates	Paid by EFT #968		11/03/2025	11/06/2025	11/06/2025		12/09/2025	33.99
58780	S Ops-Batteries,PictureFrames,GelPens,SawtoothHangers	Paid by EFT #968		11/07/2025	11/13/2025	11/13/2025		12/09/2025	71.45
59364	S Ops-Poultry Net	Paid by EFT #968		11/17/2025	11/19/2025	11/19/2025		12/09/2025	29.98
59442	S Ops-Safety/SnowFences,CableTies,WinterGloves,ReplacementScreen	Paid by EFT #968		11/18/2025	11/19/2025	11/19/2025		12/09/2025	245.91
59557	S Ops-Utility Knife, Carabiner Bungees, Tarp Straps	Paid by EFT #968		11/20/2025	11/21/2025	11/21/2025		12/09/2025	24.94
Vendor 1680 - Menards Batavia Totals				Invoices			5		\$406.27
Vendor 1439 - Morrow Bros Ford, Inc.									
21337	S Ops-2025 F450 Dump Truck, PO#2025-28,Res#3131	Paid by Check #127113		10/29/2025	11/10/2025	11/10/2025		11/13/2025	123,319.00
Vendor 1439 - Morrow Bros Ford, Inc. Totals				Invoices			1		\$123,319.00



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Vendor <b>1599 - Needham Shop, Inc.</b>									
35050	S Ops-Labor & Part To Repair Picnic Table Seat	Paid by Check #127160		10/28/2025	11/19/2025	11/19/2025		12/09/2025	158.99
35055	S Ops-Round Tube For Fencepost Driver & Labor	Paid by Check #127160		10/28/2025	11/06/2025	11/06/2025		12/09/2025	44.02
Vendor <b>1599 - Needham Shop, Inc. Totals</b>							Invoices	2	\$203.01
Vendor <b>2587 - Nicor Gas</b>									
73612210002	Oct25 S Ops-Fabyan Shop Svc 9/19/25-10/21/25	Paid by Check #127106		10/21/2025	11/03/2025	11/03/2025		11/05/2025	57.75
84612210009	Oct25 S Ops-Fabyan Villa Museum Svc 9/19/25-10/21/25	Paid by Check #127106		10/21/2025	11/03/2025	11/03/2025		11/05/2025	58.49
06830210008	Oct25 S Ops-LeRoy Oakes Durant House Svc 9/25/25-10/27/25	Paid by Check #127111		10/27/2025	11/04/2025	11/04/2025		11/07/2025	73.37
53140210005	Oct25 S Ops-LeRoy Oakes Sholes School Svc 9/25/25-10/27/25	Paid by Check #127111		10/27/2025	11/04/2025	11/04/2025		11/07/2025	58.42
Vendor <b>2587 - Nicor Gas Totals</b>							Invoices	4	\$248.03
Vendor <b>1538 - Russo Hardware DBA Russo Power Equipment</b>									
SPI21340677	S Ops-Driveway Markers, Blade Guide Kits	Paid by EFT #977		11/17/2025	11/19/2025	11/19/2025		12/09/2025	146.98
Vendor <b>1538 - Russo Hardware DBA Russo Power Equipment Totals</b>							Invoices	1	\$146.98
Vendor <b>2458 - State Industrial Products</b>									
904000589	S Ops-Citrus Cleaner, All Purpose Cleaner	Paid by EFT #978		11/18/2025	11/19/2025	11/19/2025		12/09/2025	393.68
Vendor <b>2458 - State Industrial Products Totals</b>							Invoices	1	\$393.68
Vendor <b>1636 - Verizon Wireless</b>									
6128664254	All Departments-Cell Phone Svc 10/17/25-11/16/25	Paid by Check #127138		11/16/2025	11/18/2025	11/18/2025		11/25/2025	4,613.71
Vendor <b>1636 - Verizon Wireless Totals</b>							Invoices	1	\$4,613.71
Vendor <b>3134 - Via Carlita LLC DBA Hawk Ford of St Charles</b>									
573738	S Ops-Labor & Parts For Vehicle #444	Paid by EFT #980		11/10/2025	11/19/2025	11/19/2025		12/09/2025	304.06
Vendor <b>3134 - Via Carlita LLC DBA Hawk Ford of St Charles Totals</b>							Invoices	1	\$304.06
Vendor <b>1777 - Waste Management of Illinois, Inc.</b>									
440266120110	S Ops-6Yd Fel On Call @ LeRoy Oakes Red Barn	Paid by EFT #945		11/05/2025	11/18/2025	11/18/2025		11/25/2025	44.52
440266320116	S Ops-(2) 6Yd Fel On Call @ LeRoy Oakes Shelter	Paid by EFT #945		11/05/2025	11/18/2025	11/18/2025		11/25/2025	89.04
440464220118	S Ops-6Yd Fel On Call @ Campton	Paid by EFT #945		11/05/2025	11/18/2025	11/18/2025		11/25/2025	42.00
Vendor <b>1777 - Waste Management of Illinois, Inc. Totals</b>							Invoices	3	\$175.56
Sub-Department <b>21-23 Operations &amp; Maintenance, South Totals</b>							Invoices	65	\$138,637.30
Sub-Department <b>21-24 Operations &amp; Maintenance, Trades</b>									
Vendor <b>3690 - A&amp;E Roofing and Siding, Inc</b>									
47557058	TR-Roof Replacement @ Johnson Mound, PO#26053	Paid by Check #127139		10/31/2025	11/06/2025	11/06/2025		12/09/2025	9,711.00



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Vendor <b>1027 - Airgas, Inc. DBA Airgas USA, LLC</b>		Vendor <b>3690 - A&amp;E Roofing and Siding, Inc</b> Totals			Invoices		1		\$9,711.00
5520124217	N Ops/S Ops/TR-Acetylene, Argon, Oxygen, Hazmat	Paid by EFT #948		10/31/2025	11/21/2025	11/21/2025		12/09/2025	520.40
Vendor <b>3466 - Al Warren Oil Co. Inc.</b>		Vendor <b>1027 - Airgas, Inc. DBA Airgas USA, LLC</b> Totals			Invoices		1		\$520.40
W1791309	TR-(414.3)Gal Gas Delivered To Campton 10/22/25	Paid by EFT #926		10/23/2025	11/03/2025	11/03/2025		11/05/2025	1,017.48
W1791310	TR-(900.1)Gal Diesel Delivered To Campton 10/22/25	Paid by EFT #926		10/23/2025	11/03/2025	11/03/2025		11/05/2025	2,718.31
Vendor <b>3071 - Angel Water, Inc.</b>		Vendor <b>3466 - Al Warren Oil Co. Inc.</b> Totals			Invoices		2		\$3,735.79
032B	TR-Kedeka Water Conditioner Svc 11/25	Paid by Check #127102		11/13/2025	11/03/2025	11/03/2025		11/05/2025	200.00
Vendor <b>3530 - APC Stores Inc DBA Autowares DBA Bumper to Bumper</b>		Vendor <b>3071 - Angel Water, Inc.</b> Totals			Invoices		1		\$200.00
479507069	TR-Oil Filter	Paid by EFT #951		10/29/2025	11/06/2025	11/06/2025		12/09/2025	8.69
Vendor <b>1962 - Comcast Cable</b>		Vendor <b>3530 - APC Stores Inc DBA Autowares DBA Bumper to Bumper</b> Totals			Invoices		1		\$8.69
87712000400Dec25	TR-Trades Shop Internet & Phone Svc 11/19/25-12/18/25	Paid by EFT #942		11/12/2025	11/18/2025	11/18/2025		11/25/2025	344.13
Vendor <b>1447 - Elburn Napa DBA Elburn/Hampshire/North Aurora Napa</b>		Vendor <b>1962 - Comcast Cable</b> Totals			Invoices		1		\$344.13
039928	TR-Small Swivel Gripper	Paid by EFT #959		11/06/2025	11/13/2025	11/13/2025		12/09/2025	25.26
040822	TR-Swivel Gripper	Paid by EFT #959		11/13/2025	11/21/2025	11/21/2025		12/09/2025	32.02
040836	TR-Tape, Hose Clamps	Paid by EFT #959		11/13/2025	11/21/2025	11/21/2025		12/09/2025	28.47
Vendor <b>1220 - Elgin Key &amp; Lock Co Inc</b>		Vendor <b>1447 - Elburn Napa DBA Elburn/Hampshire/North Aurora Napa</b> Totals			Invoices		3		\$85.75
251352	TR-Master Keys, Keyways, Cylinders For Schlage	Paid by Check #127149		08/20/2025	11/06/2025	11/06/2025		12/09/2025	311.16
Vendor <b>1890 - Elmhurst Chicago Stone Company</b>		Vendor <b>1220 - Elgin Key &amp; Lock Co Inc</b> Totals			Invoices		1		\$311.16
636224	TR-4000 PSI Air , Calcium Chloride	Paid by Check #127150		10/31/2025	11/06/2025	11/06/2025		12/09/2025	702.00
Vendor <b>2177 - GDS Garage Door Supplies Inc.</b>		Vendor <b>1890 - Elmhurst Chicago Stone Company</b> Totals			Invoices		1		\$702.00
ORD783356	TR-White Solid Door Stops, Box of Trim Nails	Paid by EFT #961		11/17/2025	11/19/2025	11/19/2025		12/09/2025	53.43
Vendor <b>3338 - HR Green, Inc.</b>		Vendor <b>2177 - GDS Garage Door Supplies Inc.</b> Totals			Invoices		1		\$53.43
194737	TR-ProfSvc9/20/25-10/17/25,PO#2024-21,Res#3063,Proj#11010A	Paid by EFT #931		11/04/2025	11/07/2025	11/07/2025		11/10/2025	9,411.70
		Vendor <b>3338 - HR Green, Inc.</b> Totals			Invoices		1		\$9,411.70



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor <b>1378 - Kirkland Sawmill Co. Inc.</b>									
100925	TR-Big Rock Bridge, Proj#10601D	Paid by Check #127156		10/09/2025	11/06/2025	11/06/2025		12/09/2025	3,164.80
		Vendor <b>1378 - Kirkland Sawmill Co. Inc.</b> Totals				Invoices	1		\$3,164.80
Vendor <b>1680 - Menards Batavia</b>									
57856	TR-Anti-Swivel Tab Sash Lock	Paid by EFT #968		10/22/2025	11/06/2025	11/06/2025		12/09/2025	4.69
57984	TR-Digital Thermostat	Paid by EFT #968		10/24/2025	11/06/2025	11/06/2025		12/09/2025	22.99
58264	TR-Return Of Digital Thermostat, Org Inv#57984	Paid by EFT #968		10/29/2025	11/06/2025	11/06/2025		12/09/2025	(22.99)
58320	TR-Silicone Window & Door Sealants	Paid by EFT #968		10/30/2025	11/06/2025	11/06/2025		12/09/2025	13.18
58590	TR-Drywall Panel	Paid by EFT #968		11/04/2025	11/06/2025	11/06/2025		12/09/2025	5.79
58740	TR-200Ct Lag Screws	Paid by EFT #968		11/06/2025	11/13/2025	11/13/2025		12/09/2025	69.99
58778	TR-Sidewall Grilles	Paid by EFT #968		11/07/2025	11/13/2025	11/13/2025		12/09/2025	19.76
58821	TR-Caution Tapes, Batteries	Paid by EFT #968		11/07/2025	11/13/2025	11/13/2025		12/09/2025	44.36
59370	TR-WaterSoftener,WaterSupplyLines, RustDefense,DawnSoaps	Paid by EFT #968		11/17/2025	11/19/2025	11/19/2025		12/09/2025	542.86
59422	TR- EZ Sand, Sanding Sponges	Paid by EFT #968		11/18/2025	11/19/2025	11/19/2025		12/09/2025	22.74
		Vendor <b>1680 - Menards Batavia</b> Totals				Invoices	10		\$723.37
Vendor <b>1679 - Menards Carpentersville</b>									
46924	TR-Door Lock Installation, Open Bar Holders	Paid by EFT #969		10/30/2025	11/06/2025	11/06/2025		12/09/2025	39.17
46971	TR-PVCCleanoutAdapter,Board,PVCCoupling,CleanoutPlug	Paid by EFT #969		10/31/2025	11/06/2025	11/06/2025		12/09/2025	37.47
47143	TR-Flex Taping Knife, Spackling, Wall Scraper	Paid by EFT #969		11/04/2025	11/06/2025	11/06/2025		12/09/2025	25.95
		Vendor <b>1679 - Menards Carpentersville</b> Totals				Invoices	3		\$102.59
Vendor <b>1678 - Menards Elgin</b>									
15092	TR-Cleaner&Degreaser,Towels,DielectricGrease,PartsCleaner	Paid by EFT #970		11/05/2025	11/13/2025	11/13/2025		12/09/2025	89.15
15632	TR-Fill Valves	Paid by EFT #970		11/13/2025	11/19/2025	11/19/2025		12/09/2025	47.91
15634	TR-Lumber	Paid by EFT #970		11/13/2025	11/19/2025	11/19/2025		12/09/2025	44.99
15722	TR-Vacuum, Strap Bracket	Paid by EFT #970		11/14/2025	11/21/2025	11/21/2025		12/09/2025	175.98
16117	TR-100PcTerminalKit,UnderDoorSeals,DrillingScrews	Paid by EFT #970		11/20/2025	11/21/2025	11/21/2025		12/09/2025	38.25
16118	TR-100Pc Drive Bit Set, Tap Drill	Paid by EFT #970		11/20/2025	11/21/2025	11/21/2025		12/09/2025	17.96
		Vendor <b>1678 - Menards Elgin</b> Totals				Invoices	6		\$414.24
Vendor <b>1755 - Mendel Plumbing &amp; Heating, Inc.</b>									
469496	TR-Labor & Cleaning Machine @ Fabyan Residence	Paid by EFT #971		08/25/2025	11/06/2025	11/06/2025		12/09/2025	1,441.00
		Vendor <b>1755 - Mendel Plumbing &amp; Heating, Inc.</b> Totals				Invoices	1		\$1,441.00



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Vendor <b>2587 - Nicor Gas</b>									
91533473376Nov25	TR-Campton Shop Svc 10/14/25-11/13/25	Paid by Check #127137		11/13/2025	11/18/2025	11/18/2025		11/25/2025	214.74
Vendor <b>2587 - Nicor Gas</b> Totals							Invoices	1	\$214.74
Vendor <b>2051 - Production Plus Graphics Inc DBA Sign Outlet Store</b>									
CG410084	TR-Oraguard Gloss Cast Overlamine, Banner Tape	Paid by EFT #974		09/11/2025	11/19/2025	11/19/2025		12/09/2025	650.75
Vendor <b>2051 - Production Plus Graphics Inc DBA Sign Outlet Store</b> Totals							Invoices	1	\$650.75
Vendor <b>1620 - US Standard Sign</b>									
40660	TR-Aluminum Sheets, PO#26077	Paid by Check #127168		11/07/2025	11/19/2025	11/19/2025		12/09/2025	2,711.50
Vendor <b>1620 - US Standard Sign</b> Totals							Invoices	1	\$2,711.50
Sub-Department <b>21-24 Operations &amp; Maintenance,Trades</b> Totals							Invoices	38	\$34,507.04
Department <b>21 - Operations &amp; Maintenance</b> Totals							Invoices	198	\$319,165.19

## 21 Operations & Maintenance

### Department **31 - Natural Resources**

#### Sub-Department **31-31 Natural Resources,Restoration**

Vendor <b>3567 - Advanced Systems Technology dba Sprayer Depot</b>									
IN718486	NR-Seals, Stainless Steel Valve, PO#26081	Paid by EFT #947		10/30/2025	11/03/2025	11/03/2025		12/09/2025	103.50
Vendor <b>3567 - Advanced Systems Technology dba Sprayer Depot</b> Totals							Invoices	1	\$103.50
Vendor <b>1026 - Agrecol, LLC</b>									
0056577IN	NR-NativeSeeds,PO#2026-18,Res#3183,Proj#21015B	Paid by Check #127128		11/11/2025	11/20/2025	11/20/2025		11/21/2025	21,641.00
Vendor <b>1026 - Agrecol, LLC</b> Totals							Invoices	1	\$21,641.00
Vendor <b>3466 - Al Warren Oil Co. Inc.</b>									
W1790981	NR-(366.3)Gal Gas Delivered To Brundige 10/20/25	Paid by EFT #926		10/22/2025	11/03/2025	11/03/2025		11/05/2025	902.56
W1790982	NR-(849.7)Gal Diesel Delivered To Brundige 10/20/25	Paid by EFT #926		10/22/2025	11/03/2025	11/03/2025		11/05/2025	2,526.58
Vendor <b>3466 - Al Warren Oil Co. Inc.</b> Totals							Invoices	2	\$3,429.14
Vendor <b>3693 - American Express</b>									
891009Oct25A	Various Departments-Amazon Business Charges 9/19/25-10/17/25	Paid by EFT #934		10/17/2025	11/06/2025	11/06/2025		11/12/2025	3,852.07
Vendor <b>3693 - American Express</b> Totals							Invoices	1	\$3,852.07
Vendor <b>3530 - APC Stores Inc DBA Autowares DBA Bumper to Bumper</b>									
479507063	NR-Fuel Filter, Oil Filter For Vehicle #72	Paid by EFT #951		10/29/2025	11/13/2025	11/13/2025		12/09/2025	113.48
Vendor <b>3530 - APC Stores Inc DBA Autowares DBA Bumper to Bumper</b> Totals							Invoices	1	\$113.48
Vendor <b>3578 - Michelle Blackburn</b>									





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082525	NR-MileageReim11/11/25,CoPayForTe stTraining8/25/25	Paid by Check #127141		08/25/2025	11/21/2025	11/21/2025		12/09/2025	61.22
Vendor 3698 - Chubby Baird Gate Co. Inc		Vendor 3578 - Michelle Blackburn Totals		Invoices		1		\$61.22	
5012	NR-HeavyDutyCorralPanel,GaugeBullG ate,PO#26076,Proj#21009E	Paid by Check #127145		11/03/2025	11/13/2025	11/13/2025		12/09/2025	8,576.00
Vendor 3492 - Colliflower Inc. dba Randall Pressure Systems		Vendor 3698 - Chubby Baird Gate Co. Inc Totals		Invoices		1		\$8,576.00	
02821521	NR-Bushing, Hose Barb, Brass Ferrules	Paid by EFT #955		11/17/2025	11/21/2025	11/21/2025		12/09/2025	12.30
Vendor 2027 - ComEd		Vendor 3492 - Colliflower Inc. dba Randall Pressure Systems Totals		Invoices		1		\$12.30	
9234382000Oct25	NR-NR Facility Svc 9/29/25- 10/29/25	Paid by Check #127109		10/29/2025	11/04/2025	11/04/2025		11/07/2025	490.04
Vendor 1180 - Culligan Tri City Soft Water Services, Inc		Vendor 2027 - ComEd Totals		Invoices		1		\$490.04	
33339	NR-MillCreekHESulferClear&RntlRever seOsmosisSvc11/1/25-11/30/25	Paid by EFT #937		11/01/2025	11/12/2025	11/12/2025		11/14/2025	109.00
Vendor 3631 - Sadie Dainko		Vendor 1180 - Culligan Tri City Soft Water Services, Inc Totals		Invoices		1		\$109.00	
010925	NR-Raptor Banding Training Reimbursement 1/9/25-2/18/25	Paid by Check #127148		01/09/2025	11/19/2025	11/19/2025		12/09/2025	260.76
090825	NR-FTA Trappers College Gas Reimbursement 9/8/25-9/13/25	Paid by Check #127148		09/08/2025	11/19/2025	11/19/2025		12/09/2025	109.39
Vendor 1187 - Dekane Equipment Corporation		Vendor 3631 - Sadie Dainko Totals		Invoices		2		\$370.15	
IA03640	NR-Grease Fittings	Paid by EFT #957		09/29/2025	11/03/2025	11/03/2025		12/09/2025	14.76
Vendor 1447 - Elburn Napa DBA Elburn/Hampshire/North Aurora Napa		Vendor 1187 - Dekane Equipment Corporation Totals		Invoices		1		\$14.76	
036610	NR-DieselExhaustFluid,WheelBearing Grease,WindshieldWasherFluid	Paid by EFT #959		10/09/2025	11/03/2025	11/03/2025		12/09/2025	368.35
037716	NR-Engine Oil Filter For Vehicle #67	Paid by EFT #959		10/17/2025	11/03/2025	11/03/2025		12/09/2025	23.89
041105	NR-Hydraulic Filter	Paid by EFT #959		11/17/2025	11/21/2025	11/21/2025		12/09/2025	70.80
041482	NR-Hydraulic Fluid For T#45 & T#44	Paid by EFT #959		11/19/2025	11/21/2025	11/21/2025		12/09/2025	472.77
041485	NR-Air Filters For T#45	Paid by EFT #959		11/19/2025	11/21/2025	11/21/2025		12/09/2025	132.34
Vendor 1019 - Havlicek Ace Hardware, LLC DBA Geneva Ace Hardware		Vendor 1447 - Elburn Napa DBA Elburn/Hampshire/North Aurora Napa Totals		Invoices		5		\$1,068.15	
1150671	NR-Hinged Plug	Paid by EFT #962		11/18/2025	11/21/2025	11/21/2025		12/09/2025	4.13





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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor <b>1019 - Havlicek Ace Hardware, LLC DBA Geneva Ace Hardware</b> Totals									
						Invoices	1		\$4.13
Vendor <b>2952 - K &amp; R Wholesalers, Inc. DBA Woodstock Powersports</b>									
29634	NR-Rear Wheel Hub, Studs	Paid by EFT #963		11/12/2025	11/21/2025	11/21/2025		12/09/2025	107.95
						Invoices	1		\$107.95
Vendor <b>3180 - Konica Minolta Business Solutions USA Inc.</b>									
504941260	NR-Usage 10/1/25-10/31-25	Paid by Check #127157		10/31/2025	11/03/2025	11/03/2025		12/09/2025	117.03
						Invoices	1		\$117.03
Vendor <b>1680 - Menards Batavia</b>									
57524A	NR-Bleach, Tarp Canvas, LED Lights, Tape	Paid by EFT #968		10/16/2025	11/03/2025	11/03/2025		12/09/2025	95.67
58789	NR-WiperBlades,SamplingValve,BulkHeadUnions,BallValves	Paid by EFT #968		11/07/2025	11/19/2025	11/19/2025		12/09/2025	55.05
59589A	NR-Shelves,CartridgeFilters,Battery,La gScrews,FlatExtension	Paid by EFT #968		11/20/2025	11/21/2025	11/21/2025		12/09/2025	436.93
						Invoices	3		\$587.65
Vendor <b>1678 - Menards Elgin</b>									
10491	NR-InsertMaleAdapters,BrassInsertTe e,HoseClamp,DrainValve	Paid by EFT #970		08/27/2025	11/03/2025	11/03/2025		12/09/2025	61.68
						Invoices	1		\$61.68
Vendor <b>2587 - Nicor Gas</b>									
30427010001Nov25	NR-Aurora West Shop Svc 10/9/25-11/10/25	Paid by Check #127137		11/10/2025	11/18/2025	11/18/2025		11/25/2025	73.83
						Invoices	1		\$73.83
Vendor <b>1048 - RES Great Lakes LLC</b>									
S42402	NR-NativeSeeds,PO#2026-16,Res#3183,Proj#21015A	Paid by Check #127129		11/11/2025	11/21/2025	11/21/2025		11/21/2025	9,363.75
						Invoices	1		\$9,363.75
Vendor <b>3684 - Schulte Industries Ltd.</b>									
9747773	NR-Mow Deck, PO#2026-12, Res#3167	Paid by EFT #939		11/14/2025	11/20/2025	11/20/2025		11/21/2025	45,171.60
						Invoices	1		\$45,171.60
Vendor <b>1621 - Uline, Inc.</b>									
199971091	NR-TrashCans,TrashCanLids,TrashCa nDollies,DividerBoxes,PO#26086	Paid by Check #127167		10/30/2025	11/13/2025	11/13/2025		12/09/2025	617.43
						Invoices	1		\$617.43
Vendor <b>3529 - Vanderstappen Land Surveying, Inc.</b>									
61414A	NR-Boundary Survey @ Engel Rd, Sycamore IL	Paid by EFT #935		09/12/2025	11/12/2025	11/12/2025		11/13/2025	2,200.00
						Invoices	1		\$2,200.00
Vendor <b>3633 - Ward Laboratories, Inc.</b>									



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1508601	NR-PLFA Samples	Paid by EFT #982		10/28/2025	11/19/2025	11/19/2025		12/09/2025	141.33
Vendor 1777 - Waste Management of Illinois, Inc.		Vendor 3633 - Ward Laboratories, Inc. Totals				Invoices	1		\$141.33
440216920114	NR-6Yd Fel On Call @ Brundige	Paid by EFT #945		11/05/2025	11/18/2025	11/18/2025		11/25/2025	44.52
Vendor 1667 - WM Horn Structural Steel Co		Vendor 1777 - Waste Management of Illinois, Inc. Totals				Invoices	1		\$44.52
97318J	NR-Plates	Paid by EFT #983		11/20/2025	11/21/2025	11/21/2025		12/09/2025	32.00
		Vendor 1667 - WM Horn Structural Steel Co Totals				Invoices	1		\$32.00
		Sub-Department 31-31 Natural Resources,Restoration Totals				Invoices	34		\$98,363.71
		Department 31 - Natural Resources Totals				Invoices	34		\$98,363.71

## 31 Natural Resources

Department 35 - Planning & Acquisition

Sub-Department 35-35 Planning & Acquisition,Planning

Vendor 3580 - Cardinal State, LLC

25129	PL- Reforestation@JMoundWateringPr oj,PO#26021,Proj#31016N	Paid by EFT #954		10/31/2025	11/21/2025	11/21/2025		12/09/2025	8,525.00
		Vendor 3580 - Cardinal State, LLC Totals				Invoices	1		\$8,525.00
Vendor 1886 - EarthWerks Land Improvement & Development Corp.									
2A	PL- MillCreekArchery&Imprvmnts,PO# 2026-10,Res#3175,Proj#31013G	Paid by EFT #928		10/20/2025	11/06/2025	11/06/2025		11/10/2025	646,992.72
		Vendor 1886 - EarthWerks Land Improvement & Development Corp. Totals				Invoices	1		\$646,992.72
Vendor 1246 - Fox Valley Fire & Safety Co.									
IN00812357	PL- FinalBillFireSupWork@FabyanPO# 2025-35Res#3152Proj#31012A	Paid by EFT #929		10/28/2025	11/07/2025	11/07/2025		11/10/2025	9,400.00
		Vendor 1246 - Fox Valley Fire & Safety Co. Totals				Invoices	1		\$9,400.00
Vendor 3493 - HGS, LLC dba RES Environmental Solutions, LLC									
1A	PL-CarpDamRmvl,PO#2025- 05,Res#3097,Proj#30321D&3032 1E	Paid by EFT #930		05/31/2025	11/06/2025	11/06/2025		11/10/2025	1,054,389.88
		Vendor 3493 - HGS, LLC dba RES Environmental Solutions, LLC Totals				Invoices	1		\$1,054,389.88
Vendor 3490 - Lauren Brown DBA LVBrown Studio LLC									
2250	PL- JMoundInterpretiveSignageDesign ,PO#26063,Proj#31016M	Paid by EFT #965		10/31/2025	11/06/2025	11/06/2025		12/09/2025	1,852.50
		Vendor 3490 - Lauren Brown DBA LVBrown Studio LLC Totals				Invoices	1		\$1,852.50
Vendor 3486 - Obsidian Asphalt Paving, Inc.									
7128	PL- BigRockTrailImprvmnt,PO#2026- 11,Res#3174,Proj#31014C	Paid by EFT #932		09/22/2025	11/07/2025	11/07/2025		11/10/2025	226,873.10



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7669	PL-BrunnerPaymentApp1,PO#2026-05,Res#3168,Proj#30902E	Paid by EFT #940		10/29/2025	11/21/2025	11/21/2025		11/21/2025	445,526.48
Vendor 3128 - True North Consultants, Inc.		Vendor 3486 - Obsidian Asphalt Paving, Inc. Totals				Invoices	2		\$672,399.58
INV7981	PL-Rolling Oaks Phase 1 Environmental,PO#26082	Paid by Check #127166		11/07/2025	11/21/2025	11/21/2025		12/09/2025	2,550.00
Vendor 2100 - WBK Engineering, LLC		Vendor 3128 - True North Consultants, Inc. Totals				Invoices	1		\$2,550.00
INV0000013076	PL-ProfSvc9/1/25-10/31/25,PO#2026-08,Res#3171,Proj#31027A	Paid by Check #127130		11/17/2025	11/21/2025	11/21/2025		11/21/2025	13,580.00
Vendor 2100 - WBK Engineering, LLC Totals						Invoices	1		\$13,580.00
Sub-Department 35-35 Planning & Acquisition,Planning Totals						Invoices	9		\$2,409,689.68
Department 35 - Planning & Acquisition Totals						Invoices	9		\$2,409,689.68

## 35 Planning & Acquisition

Department 41 - Community Engagement & Education

Sub-Department 41-41 Community Engagement & Education,Community Engagement

Vendor 1919 - AT & T

8476958033101125	Comm Eng-Brewster Creek Main Phone/Elevator Svc10/28/25-11/27/25	Paid by Check #127107		10/28/2025	11/04/2025	11/04/2025		11/07/2025	165.28
Vendor 1357 - Cougars Baseball Partnership		Vendor 1919 - AT & T Totals				Invoices	1		\$165.28
SO8021	Comm Eng-2026 Full Season Tickets & Parking Passes	Paid by EFT #938		11/20/2025	11/20/2025	11/20/2025		11/21/2025	2,496.00
Vendor 1180 - Culligan Tri City Soft Water Services, Inc		Vendor 1357 - Cougars Baseball Partnership Totals				Invoices	1		\$2,496.00
33307	Comm Eng-Medalist Softener @ Brewster Svc 11/1/25-11/30/25	Paid by EFT #943		11/01/2025	11/18/2025	11/18/2025		11/25/2025	31.50
Vendor 1310 - Illinois Park & Recreation Association		Vendor 1180 - Culligan Tri City Soft Water Services, Inc Totals				Invoices	1		\$31.50
43330	Comm Eng-Professional Membership Kovach	Paid by Check #127154		01/01/2026	11/10/2025	11/10/2025		12/09/2025	265.00
44736	Comm Eng-Professional Membership Swanson	Paid by Check #127154		01/01/2026	11/10/2025	11/10/2025		12/09/2025	265.00
Vendor 1345 - JP Morgan Chase Bank Mastercard		Vendor 1310 - Illinois Park & Recreation Association Totals				Invoices	2		\$530.00
8128Oct25	All Departments-Credit Card Charges October 2025, Proj #100	Paid by EFT #946		10/26/2025	11/18/2025	11/18/2025		11/25/2025	7,706.46
Vendor 2871 - Brittany Kovach		Vendor 1345 - JP Morgan Chase Bank Mastercard Totals				Invoices	1		\$7,706.46



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100225	Comm Eng-Mileage Reimbursement 10/2/25-10/17/25	Paid by EFT #964		10/02/2025	11/10/2025	11/10/2025		12/09/2025	57.54
Vendor 2587 - Brittany Kovach			Totals			Invoices	1		\$57.54
Vendor 2587 - Nicor Gas									
84217437700	Comm Eng-Brewster Creek Lodge Svc 9/26/25-10/28/25	Paid by Check #127111		10/28/2025	11/04/2025	11/04/2025		11/07/2025	94.65
Vendor 2587 - Nicor Gas			Totals			Invoices	1		\$94.65
Vendor 2780 - TPM Graphics Inc									
100877	Comm Eng-Winter 2026 Tree Line Newsletter	Paid by Check #127165		11/13/2025	11/13/2025	11/13/2025		12/09/2025	4,652.00
Vendor 2780 - TPM Graphics Inc			Totals			Invoices	1		\$4,652.00
Vendor College Church									
102725	Security Deposit Return For Event @ Creek Bend 10/27/25	Paid by Check #127114		10/27/2025	11/06/2025	11/06/2025		11/13/2025	300.00
Vendor College Church			Totals			Invoices	1		\$300.00
Vendor Ricky Davis									
101825	Security Deposit Return For Event @ Brewster 10/18/25	Paid by Check #127125		10/18/2025	11/06/2025	11/06/2025		11/20/2025	200.00
Vendor Ricky Davis			Totals			Invoices	1		\$200.00
Vendor Steven Safferman									
101125	Security Deposit Return For Event @ Brewster 10/11/25	Paid by Check #127116		10/11/2025	11/06/2025	11/06/2025		11/13/2025	300.00
Vendor Steven Safferman			Totals			Invoices	1		\$300.00
Sub-Department 41-41 Community Engagement & Education,Community Engagement							Invoices	12	\$16,533.43
Sub-Department 41-42 Community Engagement & Education,Nature Education									
Vendor 1919 - AT & T									
6305131702091025	Nat Ed-Creek Bend Elevator & Alarm System Svc 9/25/25- 10/24/25	Paid by Check #127131		09/25/2025	11/18/2025	11/18/2025		11/25/2025	160.31
6305131702101125	Nat Ed-Creek Bend Elevator & Alarm System Svc 10/25/25- 11/24/25	Paid by Check #127107		10/25/2025	11/04/2025	11/04/2025		11/07/2025	165.08
Vendor 1919 - AT & T			Totals			Invoices	2		\$325.39
Vendor 2376 - DME Access, LLC dba DME Elevators & Lifts									
110725	Nat Ed-1 Year Term (2) Maint Visits @ Creek Bend	Paid by Check #127126		11/07/2025	11/10/2025	11/10/2025		11/20/2025	1,190.00
Vendor 2376 - DME Access, LLC dba DME Elevators & Lifts			Totals			Invoices	1		\$1,190.00
Vendor 3180 - Konica Minolta Business Solutions USA Inc.									
503393699	Nat Ed-Usage 7/1/25-7/31/25	Paid by Check #127157		07/31/2025	11/10/2025	11/10/2025		12/09/2025	21.77
503888173	Nat Ed-Usage 8/1/25-8/31/25	Paid by Check #127157		08/31/2025	11/10/2025	11/10/2025		12/09/2025	90.02
504415056	Nat Ed-Usage 9/1/25-9/30/25	Paid by Check #127157		09/30/2025	11/10/2025	11/10/2025		12/09/2025	46.97
504964169	Nat Ed-Usage 10/1/25-10/31/25	Paid by Check #127157		10/31/2025	11/10/2025	11/10/2025		12/09/2025	45.85
Vendor 3180 - Konica Minolta Business Solutions USA Inc.			Totals			Invoices	4		\$204.61
Vendor 3519 - Lisa O'Brien									



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082825	Nat Ed-Mileage Reimbursement 8/28/25-10/28/25	Paid by EFT #966		08/28/2025	11/19/2025	11/19/2025		12/09/2025	209.30
Vendor 2664 - Barbara McKittrick		Vendor 3519 - Lisa O'Brien Totals				Invoices	1		\$209.30
082825	NatEd-Mileage & Supply Reimbursement 8/28/25-10/31/25	Paid by EFT #967		08/28/2025	11/10/2025	11/10/2025		12/09/2025	214.40
Vendor 2587 - Nicor Gas		Vendor 2664 - Barbara McKittrick Totals				Invoices	1		\$214.40
49531118526Oct25	Nat Ed-Creek Bend Nature Center Svc 9/25/25-10/28/25	Paid by Check #127111		10/28/2025	11/04/2025	11/04/2025		11/07/2025	146.08
Vendor 3554 - Opiquad, LLC DBA Fox Valley Internet		Vendor 2587 - Nicor Gas Totals				Invoices	1		\$146.08
1542319	N Ops/Comm Eng/NatEd- BrwstrCrkLeRoyOksPauWolffSvc11 /5/25-12/4/25	Paid by EFT #944		11/04/2025	11/18/2025	11/18/2025		11/25/2025	114.80
Vendor 3472 - RockingDHoldingDBAVanguardCleaning Systems Chicago		Vendor 3554 - Opiquad, LLC DBA Fox Valley Internet Totals				Invoices	1		\$114.80
91710	Nat Ed-Creek Bend Nature Center Cleaning Svc 11/1/25-11/30/25	Paid by EFT #976		11/01/2025	11/10/2025	11/10/2025		12/09/2025	700.00
Vendor 3472 - RockingDHoldingDBAVanguardCleaning Systems Chicago		Vendor 3472 - RockingDHoldingDBAVanguardCleaning Systems Chicago Totals				Invoices	1		\$700.00
Sub-Department 41-42 Community Engagement & Education,Nature Education		Sub-Department 41-42 Community Engagement & Education Totals				Invoices	12		\$3,104.58
Department 41 - Community Engagement & Education		Department 41 - Community Engagement & Education Totals				Invoices	24		\$19,638.01

## 41 Community Engagement & Education

Department 51 - Public Safety

Sub-Department 51-51 Public Safety,Police

Vendor 3530 - APC Stores Inc DBA Autowares DBA Bumper to Bumper

479507567	Police-Oil Filter For Vehicle #237	Paid by EFT #951		11/05/2025	11/13/2025	11/13/2025		12/09/2025	7.05
479507672	Police-Front Brakes For Vehicle #231	Paid by EFT #951		11/07/2025	11/13/2025	11/13/2025		12/09/2025	169.99
479507687	Police-Rear Brakes For Vehicle #231	Paid by EFT #951		11/07/2025	11/13/2025	11/13/2025		12/09/2025	169.99
Vendor 3530 - APC Stores Inc DBA Autowares DBA Bumper to Bumper		Vendor 3530 - APC Stores Inc DBA Autowares DBA Bumper to Bumper Totals				Invoices	3		\$347.03

Vendor 1919 - AT & T

6302321492101125	HQ/Police- HQFax,PoliceCallBox,PoliceFaxSvc 10/19/25-11/18/25	Paid by Check #127103		10/19/2025	11/03/2025	11/03/2025		11/05/2025	220.25
Vendor 1919 - AT & T		Vendor 1919 - AT & T Totals				Invoices	1		\$220.25

Vendor 1119 - Chad's Towing & Recovery Inc

83996	Police-Tow Vehicle #230 From HQ To Campton	Paid by Check #127143		10/10/2025	11/13/2025	11/13/2025		12/09/2025	139.00
Vendor 1119 - Chad's Towing & Recovery Inc		Vendor 1119 - Chad's Towing & Recovery Inc Totals				Invoices	1		\$139.00

Vendor 2806 - Commercial Tire Services, Inc.



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9980010429	Police-Workhorse Tires For Vehicle #231	Paid by EFT #956		11/12/2025	11/13/2025	11/13/2025		12/09/2025	610.00
Vendor 1447 - Elburn Napa DBA Elburn/Hampshire/North Aurora Napa		Vendor 2806 - Commercial Tire Services, Inc. Totals				Invoices	1		\$610.00
039527	Police-Wipers For Vehicle #224	Paid by EFT #959		11/03/2025	11/10/2025	11/10/2025		12/09/2025	27.92
040046	Police-Wheel Lug Nuts For Vehicle #231	Paid by EFT #959		11/07/2025	11/13/2025	11/13/2025		12/09/2025	65.84
Vendor 1447 - Elburn Napa DBA Elburn/Hampshire/North Aurora Napa Totals						Invoices	2		\$93.76
Vendor 3699 - Mike Kelly									
102625	Police-IPLEATrainingConferenceReimbursements10/26/25-10/27/25	Paid by Check #127155		10/26/2025	11/13/2025	11/13/2025		12/09/2025	51.53
Vendor 3180 - Konica Minolta Business Solutions USA Inc.		Vendor 3699 - Mike Kelly Totals				Invoices	1		\$51.53
503009678	Police-Coverage 7/1/25-7/31/25	Paid by Check #127157		07/01/2025	11/13/2025	11/13/2025		12/09/2025	29.00
503492908	Police-Coverage 8/1/25-8/31/25	Paid by Check #127157		08/01/2025	11/13/2025	11/13/2025		12/09/2025	29.00
503985227	Police-Coverage 9/1/25-9/30/25	Paid by Check #127157		09/01/2025	11/13/2025	11/13/2025		12/09/2025	29.00
504550957	Police-Coverage 10/1/25-10/31/25	Paid by Check #127157		10/01/2025	11/13/2025	11/13/2025		12/09/2025	29.00
505068529	Police-Coverage 11/1/25-11/30/25	Paid by Check #127157		11/01/2025	11/13/2025	11/13/2025		12/09/2025	29.00
Vendor 3180 - Konica Minolta Business Solutions USA Inc. Totals						Invoices	5		\$145.00
Vendor 1439 - Morrow Bros Ford, Inc.									
21142	Police-Replacement Vehicle Ford F 150 #225, PO#2025-26,Res#3122	Paid by Check #127113		09/15/2025	11/06/2025	11/06/2025		11/13/2025	63,615.00
Vendor 1439 - Morrow Bros Ford, Inc. Totals						Invoices	1		\$63,615.00
Vendor 1466 - North East Multi Regional Training Inc									
377695	Police-ILETSB Mandatory Firearms Waiver	Paid by Check #127161		11/03/2025	11/19/2025	11/19/2025		12/09/2025	75.00
Vendor 1466 - North East Multi Regional Training Inc Totals						Invoices	1		\$75.00
Vendor 1515 - Ray O'Herron Co., Inc.									
2442647	Police-Return Of Pants, Org Inv#2437400	Open		10/31/2025	11/10/2025	11/10/2025			(101.99)
Vendor 1515 - Ray O'Herron Co., Inc. Totals						Invoices	1		(\$101.99)
Vendor 3459 - The Eagle Uniform Company Inc. DBA Eagle Uniform									
405913	Police-Hi Lite Package	Paid by Check #127164		10/29/2025	11/03/2025	11/03/2025		12/09/2025	911.00
Vendor 3459 - The Eagle Uniform Company Inc. DBA Eagle Uniform Totals						Invoices	1		\$911.00
Sub-Department 51-51 Public Safety,Police Totals						Invoices	18		\$66,105.58
Department 51 - Public Safety Totals						Invoices	18		\$66,105.58
51 Public Safety									
Grand Totals						Invoices	309		\$2,969,075.67

STATE OF ILLINOIS     )  
COUNTY OF KANE        )                   SS.

**FP RESOLUTION NO. FP-R-25-12-3197**

# RESOLUTION AUTHORIZING A UTILITY EASEMENT WITH ZAYO GROUP LLC. FOR THE INSTALLATION AND MAINTENANCE OF FIBER OPTIC SERVICE AT FOX RIVER BLUFF FOREST PRESERVE

WHEREAS, the Forest Preserve District of Kane County and Zayo Group, LLC desire to enter into a utility easement agreement for the installation and maintenance of fiber optic service under the Fox River Trail at East Fox River Bluff Forest Preserve near Red Gate Road in St. Charles; and

WHEREAS, Zayo Group, LLC desires to obtain from the District, and the District agrees to grant a utility easement for the installation and maintenance of fiber optic service; and

WHEREAS, the fiber optic service line will be installed underground by directional bore so as not to disturb the land, trail, or public use within the easement; and

WHEREAS, Zayo Group will pay a one-time fee of \$5,000 for the easement rights.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the easement agreement attached hereto as Exhibit A and made part hereof is hereby approved, and that the President and Secretary of the District be, and hereby are, authorized to execute on behalf of the District.

APPROVED AND PASSED on this 9th day of December, 2025.

Bill Lenert  
President, Kane Forest Preserve  
Kane County, Illinois

Mohammad Iqbal  
Secretary, Kane Forest Preserve  
Kane County, Illinois



# AGENDA MEMORANDUM

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**DATE:** November 20, 2025

**TO:** Forest Preserve District Land Acquisition Committee

**FROM:** Jennifer Rooks-Lopez, Director of Planning & Land Protection

**SUBJECT:** Presentation and Approval of a Utility Easement with Zayo Group LLC. for the Installation and Maintenance of Fiber Optic Service at Fox River Bluff Forest Preserve

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**PURPOSE:**

The purpose of this memorandum is to provide the Committee with information to consider granting a utility easement to Zayo Group LLC., under the Fox River Trail at East Fox River Bluff Forest Preserve near Red Gate Road in St. Charles.

**BACKGROUND:**

In July 2025, the District was contacted by representatives of Zayo Group LLC. to discuss their plans to install fiber service under the Red Gate Road Bridge in St. Charles. Zayo Group LLC coordinates the installation of infrastructure for high-speed data transmission, amongst other technology services.

While most of the work will be within the Right of Way of Red Gate Road, there is a small area that will need to cross under the Fox River Trail on the east side of Fox River Shores Forest Preserve. The proposed easement will permit Zayo Group LLC to construct and maintain (3) 1.25" conduits for fiber optic utility service. The conduits will be installed underground by directional bore, so as not to disturb the land, trail, or public use within the easement.

**FINANCIAL IMPACT:**

Zayo Group LLC. will pay the District a one-time fee of \$5,000.00 for the easement rights.

**RECOMMENDATION:**

Staff recommends the Committee approve the utility easement as presented with Zayo Group LLC., for the construction and maintenance of fiber optic service at East Fox River Bluff Forest Preserve, for a one-time fee of \$5,000.00.

**ATTACHMENTS:**

*County Location Map*

*Aerial Location*

*Easement Agreement*

*Plat of Easement*



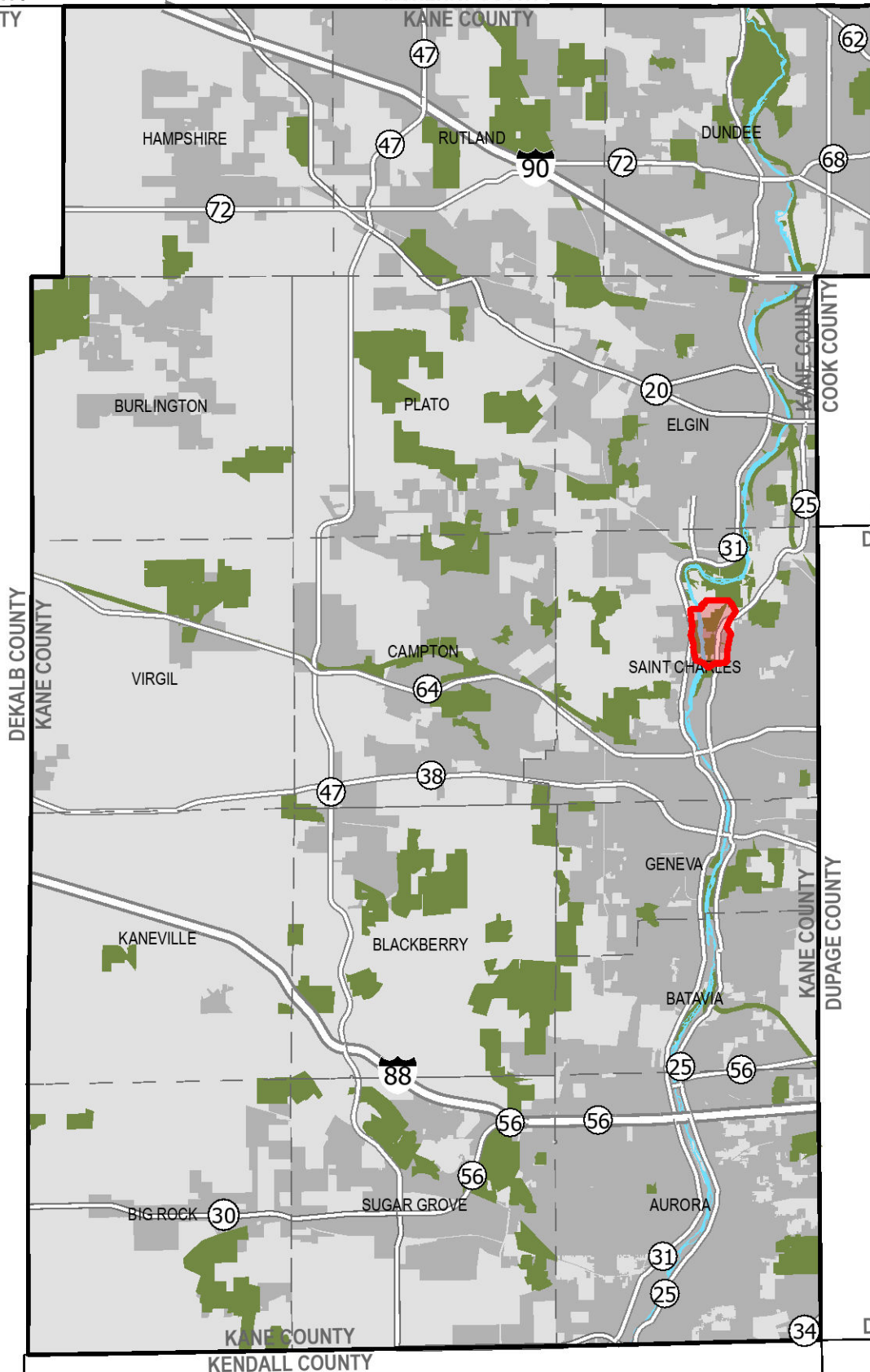
# Fox River Bluff F.P.

County Location Map

St. Charles, IL

MCHENRY COUNTY  
DEKALB COUNTY

MCHENRY COUNTY



COOK COUNTY  
DUPAGE COUNTY



- Townships
- Fox River
- Forest Preserves
- Municipalities



DUPAGE COUNTY  
WILL COUNTY

# Fox River Bluff Forest Preserve



## Entrance Information

Total Acres: 89  
Total Miles: 0.75

### Map Key

- Kiosk
- Parking
- Off-Leash Dog Area
- Restroom
- Fishing
- Bridges
- Wetlands

- Forest Preserve Trails
- County Bike Trails
- Water
- Creek
- Regional Bike Trails
- Forest Preserve

Trail ID	Trail Name	Miles	Surface
289	Meadow Loop Trail	0.57	Mowed
290	South Border Trail	0.18	Mowed

## GRANT OF UTILITY EASEMENT

THIS GRANT OF UTILITY EASEMENT ("Easement") is made and entered on the \_\_\_\_ day of \_\_\_\_\_, 2025, by the FOREST PRESERVE DISTRICT OF KANE COUNTY, a municipal corporation with its principal offices located at 1996 South Kirk Road, Suite 320, Geneva, IL 60134 (hereinafter "Grantor") and Zayo Group, LLC (hereinafter "Grantee"), with its principal office located at 1401 Wynkoop Street, Suite 500, Denver, CO 80202. The Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**WHEREAS**, Grantor is the owner of certain real property situated in the County of Kane, State of Illinois, known as Fox River Bluff Forest Preserve in St. Charles Township, as described in Exhibit A and made a part hereof by this reference ("Subject Parcel"); and

**WHEREAS**, the Grantee and Grantee's tenants, lessees, sublessees, licensees, agents, successors and assigns (collectively, the "Grantee Parties") desires to obtain from the Grantor and the Grantor agrees to grant to the Grantee Parties a perpetual, non-exclusive utility easement over, under and across the portion of the Subject Parcel described on the attached Exhibit B, and those portions of the Subject Parcel necessary (collectively referred to as Easement Area) for the installation and maintenance of fiber optic service; and

**WHEREAS**, the line will be installed underground by directional bore as to not disturb land, infrastructure or public use.

**NOW, THEREFORE**, in consideration of the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to be paid by the Grantee and the keeping of the covenants and promises of Grantee stated herein, Grantor hereby grants a perpetual Utility Easement to the Grantee Parties, the mutual covenants and agreements of the parties hereto, it is covenanted and agreed as follows:

1. Grant of Easement - A non-exclusive perpetual right and easement in and under certain real property which is approximately 520 square feet in area (52.02'x 10') and is more particularly described in Exhibit A attached hereto and made a part hereof the "Easement Area" to install, construct, reconstruct, erect, operate, use, maintain, repair, replace, rebuild, renew and remove underground Fiber Optic distribution lines, consisting of approximately 52.02' of 3-1.25" conduit installed below grade and underground distribution lines to be installed in said conduits. The underground Fiber Optic distribution lines will be directionally bored. Each and all of the rights conferred upon Grantee Parties pursuant to this Easement may be exercised by Grantee Parties from time to time and at any time, without notice (prior or subsequent) to Grantor.
2. Grantor reserves the right to use the surface of the Easement Area for any purposes that are not inconsistent (and do not interfere) with Grantee Parties' use of the Easement Area for the purposes set forth herein, including, without limitation, pedestrian and bicycle path purposes. Grantor agrees, however, that Grantor shall not install or place any new buildings, structures or ponds on the surface of the Easement Area, or any foundations, pipes, tiles, wires or other improvements, fixtures or facilities in the subsurface of the Easement Area, without (in each case) Grantee Parties' prior written consent. Maintenance and replacement of existing Grantor amenities and landscape within the easement does not require prior written consent of Grantee's Parties. Grantor further agrees not to damage or disrupt the Facilities, or otherwise

interfere with the construction, operation, maintenance, patrol and use of the Facilities by Grantee Parties.

3. This Easement shall be binding upon and insure to the benefit of, Grantor and Grantee Parties and their respective legal representatives, heirs, successors, assigns, lessees and licensees (including, without limitation, any and all successors to Grantor in title to the Easement Area). This Easement, and the terms, conditions and rights contained herein shall run with the land and shall be irrevocable and perpetual.
4. If any term, provision or condition in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term, provision and condition of this Easement shall be valid and enforceable to the fullest extent permitted by law. This Easement shall be governed by and construed in accordance with the laws of the State of Illinois. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
5. Upon the completion of any maintenance or installation of its Utilities, Grantee Parties shall restore the affected easement areas to substantially the same condition they were in immediately prior to such installation or maintenance. All costs directly associated with the installation of any Utilities in the easement areas shall be the responsibility of Grantee Parties.
6. The Grantee for itself, its agents and independent contractors, hereby agrees to indemnify, defend, and hold Grantor and its successors harmless from third party claims for personal injuries or property damage arising directly as a result of their respective work in the Easement Area during construction or during any subsequent maintenance or repair thereof. Grantee further agree to indemnify, defend, and hold harmless Grantor from any and all liens placed against the Easement Area arising from said construction, maintenance or repair activities conducted by or through such party.
7. Release of Easement. If Grantee, its successors, or assigns vacates the Easement, Grantee shall remove the Fiber Optic distribution lines and restore the Easement to its previous condition, normal wear and tear excepted. Any Fiber Optic distribution lines not removed by Grantee shall automatically become the property of Grantor without warranty or representation by Grantee as to the condition thereof.
8. Notice & Contacts - All notices and other communications given pursuant to this Easement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or upon deposit in the U.S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

**GRANTOR:**

Forest Preserve District of Kane County  
c/o Benjamin Haberthur, Executive Director  
1996 S Kirk Road, Suite 320, Geneva, IL, 60134  
Phone: 630 444-1095 Fax: 630 232 5924  
Email: [haberthurben@kaneforest.com](mailto:haberthurben@kaneforest.com)

AND

Derke Price  
Ancel Glink, PC  
1979 N. Mill Street, #207  
Naperville, IL 60563  
E: [dprice@ancelglink.com](mailto:dprice@ancelglink.com)  
P: 630.596.4612

**GRANTEE:**

Zayo Group, LLC  
1401 Wynkoop Street, Suite 500, Denver, CO 80202  
Attention: Legal – Underlying Rights

9. Entire Agreement. This Easement constitutes the entire agreement between Grantor and Grantee Parties relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement are of no force and effect.
10. Binding Effect. This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee Parties.
11. Amendments. Any modification or termination of this Easement shall become effective only upon the execution by Grantor and Grantee of a written instrument.
12. Recording. Grantee shall record this Easement in the office of the Kane County Recorder. Upon recording, Grantee shall provide a copy of the recorded Easement to Grantor within thirty (30) days.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and delivered by their respective authorized agents the day and year first above-written.

**GRANTOR:**

FOREST PRESERVE DISTRICT OF  
KANE COUNTY

By: \_\_\_\_\_  
Bill Lenert, President

ATTEST:

By \_\_\_\_\_  
Mohammad Iqbal, Secretary

**GRANTEE:**

Zayo Group, LLC

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_

STATE OF ILLINOIS                     )  
   : S.S.  
COUNTY OF KANE                     )

I, the undersigned, a Notary Public in and for said County of Kane and State aforesaid, do hereby certify that Bill Lenert, personally known to me to be the President of the Forest Preserve District of Kane County, an Illinois Forest Preserve District, and Mohammad Iqbal, personally known to me to be the Secretary of said District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said District.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

\*\*\*\*\*

STATE OF \_\_\_\_\_ )  
   : S.S.  
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 \_\_\_\_\_, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_, they signed and delivered the said instrument as the \_\_\_\_\_.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**EXHIBIT A**

**Plat of Easement Attached Hereto as Exhibit A**



## **EXHIBIT B**

### **LEGAL DESCRIPTION**

AN EASEMENT OVER PART OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF PINELAND ESTATES SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SAID SECTION 15, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 2007 AS DOC. #2007K051504; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION EXTENDED EASTERLY, 12.30 FEET TO THE WEST LINE OF A 50 FOOT STRIP OF LAND OWNED BY

THE FOREST PRESERVE DISTRICT OF KANE COUNTY; THENCE SOUTH 12 DEGREES 40 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE, 276.37 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 61 DEGREES 18 MINUTES 06 SECONDS EAST, 52.02 FEET TO THE EAST LINE OF SAID LANDS; THENCE SOUTH 12 DEGREES 40 MINUTES 16 SECONDS WEST ALONG SAID EAST LINE, 10.40 FEET; THENCE NORTH 61 DEGREES 18 MINUTES 06 SECONDS WEST, 52.02 FEET TO THE WEST LINE OF SAID LANDS; THENCE NORTH 12 DEGREES 40 MINUTES 16 SECONDS EAST ALONG SAID WEST LINE, 10.40 FEET TO THE PLACE OF BEGINNING, IN KANE COUNTY, ILLINOIS.

# PLAT OF EASEMENT



**PROPOSED EASEMENT LEGAL DESCRIPTION:**

AN EASEMENT OVER PART OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF PINELAND ESTATES SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SAID SECTION 15, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 2007 AS DOC. #2007K051504; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION EXTENDED EASTERLY, 12.30 FEET TO THE WEST LINE OF A 50 FOOT STRIP OF LAND OWNED BY THE FOREST PRESERVE DISTRICT OF KANE COUNTY; THENCE SOUTH 12 DEGREES 40 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE, 276.37 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 61 DEGREES 18 MINUTES 06 SECONDS EAST, 52.02 FEET TO THE EAST LINE OF SAID LANDS; THENCE SOUTH 12 DEGREES 40 MINUTES 16 SECONDS WEST ALONG SAID EAST LINE, 10.40 FEET; THENCE NORTH 61 DEGREES 18 MINUTES 06 SECONDS WEST, 52.02 FEET TO THE WEST LINE OF SAID LANDS; THENCE NORTH 12 DEGREES 40 MINUTES 16 SECONDS EAST ALONG SAID WEST LINE, 10.40 FEET TO THE PLACE OF BEGINNING, IN KANE COUNTY, ILLINOIS.

STANDARD LEGEND	
Boundary or Property Line	_____
Lot Line, Platted or by Deed	_____
Centerline	_____
Easement	////
Water Main	W _____
Sanitary Sewer	> _____
Storm Sewer	> _____
Communication	CO _____
Underground Electric	E _____
Telephone	T _____
Gas Main	G _____
Fence Line	X _____
Property Corner, Found	●
Property Corner, Set	○
Found "X"	⊗
Recorded Dimensions	(R)
Measured Dimensions	(M)
Storm Manhole	⊙
Sanitary Manhole	⊙
Electric Manhole	⊙
AT&T Communication Manhole	⊙
Communication Pedestal	⊙
Fire Hydrant	⊙
Water Main Valve	⊙
Utility Pole	⊙
Street Light	⊙
Traffic Sign	⊙
Traffic Handhole	⊙
Transformer	⊙
Gas Valve	⊙
Deciduous Tree	⊙
Wetland Boundary	⊙
Flared End Section	⊙

**BASIS OF BEARING:**

BASIS OF BEARING IS GPS MEASUREMENTS IN THE ILLINOIS GEOSPATIAL COORDINATE SYSTEM EAST ZONE NAD83 (2012)

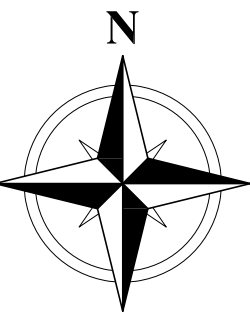
**SURVEYOR'S CERTIFICATION:**

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

THIS IS TO CERTIFY THAT HBK ENGINEERING, LLC, HAS MADE A TOPOGRAPHIC AND BOUNDARY SURVEY AS SHOWN ON THE ATTACHED PLAT UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT CHICAGO, ILLINOIS, THIS 14TH DAY OF AUGUST A.D., 2025.

BY: *Mark D. Martin*  
MARK D. MARTIN  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3163  
LICENSE EXPIRES NOVEMBER 30, 2026



PROJECT NUMBER:	24-0052		
PROJECT NAME:	PLAT OF EASEMENT		
PLAT PREPARED BY:	hbK ENGINEERING 921 WEST VAN BUREN STREET, SUITE 100 CHICAGO, ILLINOIS 60607 STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION LICENSE NO. 184-002308		
OWNER/DEVELOPER:	ZAYO GROUP		
SITE ADDRESS:	41°56'58"N, 88°18'31"W WAYNE, IL 60184		
SURVEYOR:	MARK MARTIN, PLS 616 ENTERPRISE DRIVE OAK BROOK, IL 60523		
DRAWING LOG			
REV	DATE	DESCRIPTION	BY
01	11/6/25	REMOVED HH RUN	DAM
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
DRAWN BY:	CHECKED BY:	APPROVED BY:	
DAM	MDM	MDM	
PROJECT NUMBER:	24-0052		
FILE NAME:	PLAT OF EASEMENT		
DATE DRAWN:	8-14-2025		
SCALE:	1"=20'		
SHEET:	1 OF: 1		

STATE OF ILLINOIS )

SS.

COUNTY OF KANE )

**FP RESOLUTION NO. FP-R-25-12-3198**

# RESOLUTION AUTHORIZING EASEMENT AND RIGHT OF WAY AGREEMENTS WITH ANR PIPELINE COMPANY AT CARDINAL CREEK FOREST PRESERVE

WHEREAS, the Forest Preserve District of Kane County and ANR Pipeline Company desire to enter into easement and right of way agreements for the expansion of the existing pipeline easement at Cardinal Creek Forest Preserve in Burlington Township; and

WHEREAS, ANR Pipeline Company desires to obtain from the District, and the District agrees to grant permanent and temporary easements for the installation, maintenance and transportation of natural gas, hydrocarbon, petroleum products, and petroleum byproducts; and

WHEREAS, the easements are an expansion of an existing pipeline easement installed prior to the District acquiring the property; and

WHEREAS, ANR Pipeline Company will pay a one-time fee of \$121,204.90 for the easement rights.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the easement agreements attached hereto and made part of is hereby approved, and that the President and Secretary of the District be, and hereby are, authorized to execute on behalf of the District.

APPROVED AND PASSED on this 9th day of December, 2025.

Bill Lenert  
President, Kane Forest Preserve  
Kane County, Illinois

Mohammad Iqbal  
Secretary, Kane Forest Preserve  
Kane County, Illinois



# AGENDA MEMORANDUM

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**DATE:** December 4, 2025

**TO:** Forest Preserve District Executive Committee

**FROM:** Jennifer Rooks-Lopez, Director of Planning & Land Protection

**SUBJECT:** Presentation and Approval of Easement and Right of Way Agreements with ANR Pipeline Company at Cardinal Creek, Virgil, and Hampshire Forest Preserves

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**PURPOSE:**

The purpose of this memorandum is to provide the Committee with information to consider granting temporary and permanent easements to ANR Pipeline Company for the expansion of existing pipeline easements at Cardinal Creek, Virgil, and Hampshire Forest Preserves.

**BACKGROUND:**

In March 2024, the District was contacted by representatives of ANR Pipeline Company to discuss plans to expand and upgrade their existing natural gas service lines at Big Rock, Cardinal Creek, Virgil, and Hampshire Forest Preserves. The proposed plans expanded on already existing easements, in mostly agricultural areas of the preserves. However, the expansion at Big Rock Forest Preserve would have taken an additional 100' width of old growth oaks from the area known as Gwinn Oaks. Staff informed ANR representatives of the unique and irreplaceable habitat that would be destroyed at Big Rock and requested ANR look at another option.

In early 2025, ANR Pipeline reworked their plans removing Big Rock Forest Preserve as a site and presented their first financial offer to purchase the required permanent and temporary easements for Cardinal Creek, Virgil, and Hampshire Forest Preserves for \$159,850.00.

The proposed easement agreements permit ANR Pipeline Company to install and maintain a pipeline for the transportation of natural gas, hydrocarbon, petroleum products, and petroleum byproducts and includes compensations for additional impacts to future wetland mitigation banking, lost agricultural income and prairie restoration. Further discussions and calculations of projected losses between District staff and ANR Pipeline resulted in the attached final compensation and easement agreements. The total compensation to the District for all three preserves is \$1,483,419.20 and includes 8.04 acres of permanent easement and 16.334 acres of temporary construction easement.

• Cardinal Creek Forest Preserve	\$121,204.90
• Virgil Forest Preserve	\$1,342,076.30
• Hampshire Forest Preserve	\$20,138.00

**FINANCIAL IMPACT:**

ANR Pipeline Company will pay a one-time fee of \$1,483,419.20 for the easement rights.

**RECOMMENDATION:**

Staff recommends the Committee approve the easements and right of way agreements with ANR Pipeline Company, at Cardinal Creek, Virgil, and Hampshire Forest Preserves for a one-time fee of \$1,483,419.20.

**ATTACHMENTS:**

*County Locator Maps; Cardinal Creek, Virgil, and Hampshire Forest Preserves*

*Preserve Maps: Cardinal Creek, Virgil, and Hampshire*

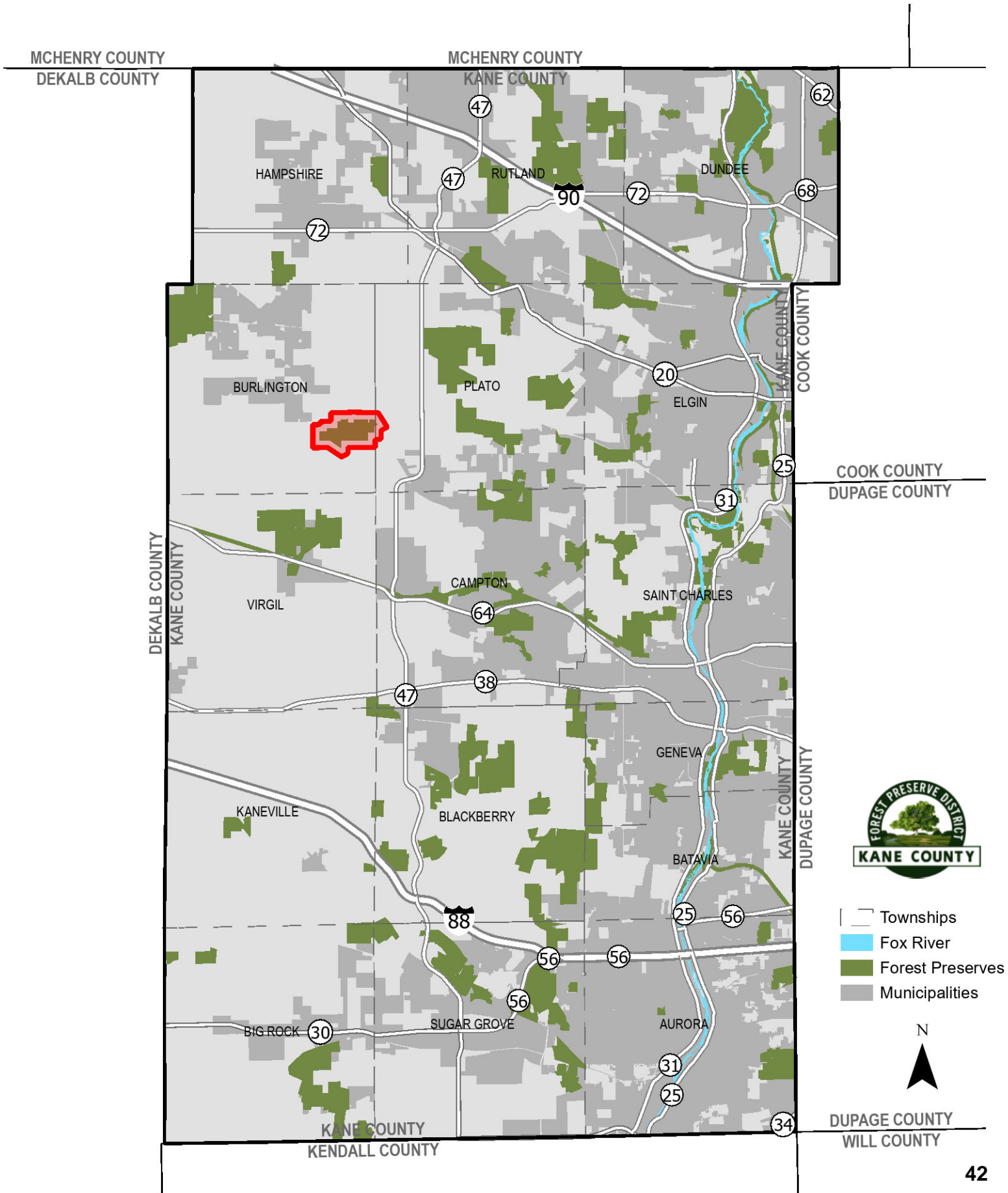
*Pipeline Easement Maps: Cardinal Creek, Virgil, and Hampshire*

*Easement and ROW Agreements: Cardinal Creek, Virgil, and Hampshire*

*Supplemental Easement Agreements: Cardinal Creek, Virgil, and Hampshire*

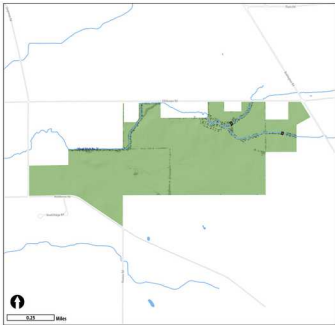
# Cardinal Creek F.P.

County Location Map  
Hampshire, IL





# Cardinal Creek Forest Preserve



Entrance Information



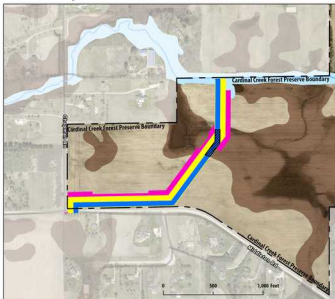
Map Key



Total Acres: 323  
Total Miles: 0

43

# TCE Pipeline Exhibit - Cardinal Creek Forest Preserve



- Impacted Hydric Soils Within Permanent Easement- 0.33 Acres
- ATWS, 1.41 Acres
- Permanent Easement, 1.67 Acres
- TWS, 2 Acres
- Forest Preserve
- Creeks
- Wetlands
- Hydric Soils





## EASEMENT AND RIGHT OF WAY AGREEMENT AT CARDINAL CREEK FOREST PRESERVE

THIS EASEMENT AND RIGHT OF WAY AGREEMENT (this “**Agreement**”), is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **The Forest Preserve District of Kane County**, whose address is 1996 S KIRK RD STE 320, Geneva, IL 60134 (whether one or more, the “**Grantor**”), and **ANR Pipeline Company**, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the “**Grantee**”). Grantor and Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated 2/9/2018, from Albert J. Lenkaitis and Mary E. Lenkaitis, husband & wife to The Forest Preserve District of Kane County recorded in the Recorder’s Office for Kane County, Illinois in Document No. 2018K006699, identified as parcel number **04-26-200-010**, being more particularly described as THAT PART OF THE EAST HALF OF SECTION 26 AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 26; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, 1364.60 FEET TO THE CENTERLINE OF MIDDLETON ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE FORMING AN ANGLE OF 145 DEGREES, 26 MINUTES, 36 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 1594.73 FEET TO THE EAST LINE OF SAID EAST HALF; THENCE NORTHERLY ALONG SAID EAST LINE 904.63 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 1275.65 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES, 08 MINUTES, 16 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 1337.27 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER THAT IS 1304.75 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE 1304.75 FEET TO THE EAST LINE OF SAID SECTION 26; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26, 1547.02 FEET TO A POINT THAT IS 1129.78 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID SOUTH HALF; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID EAST HALF 444.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 1129.78 FEET TO SAID WEST LINE;

THENCE SOUTHERLY ALONG SAID WEST LINE 891.48 FEET TO THE POINT OF BEGINNING, IN BURLINGTON TOWNSHIP, KANE COUNTY, ILLINOIS. Commonly known as: 110 acres of land laying on the north side of Middleton Road Hampshire, Illinois 60140 (the “**Property**”); and

WHEREAS, Grantee desires the right to use an easement and right of way in connection with the construction, operation, maintenance, removal, or abandonment of Grantee’s Facilities (as defined below), on, over, under and through Grantor’s Property, which easement and right of way is more particularly described in Exhibit A & Exhibit B attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, an exclusive perpetual easement and right of way to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, remove and/or abandon in place one pipeline and all above and below ground equipment and appurtenances thereto, including, but not limited to, cathodic protection equipment, pipeline markers, underground electric lines, and/or regulators (collectively, the “Facilities”) for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines, on, over, under, across and/or through a strip of land **50 feet** in width, as more particularly described in Exhibit A & Exhibit B (the “Right of Way”) together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of ingress and egress, by pedestrian, vehicle, or equipment, over and across the Property within the easements as described or along any existing roadways through the property.

2. **Temporary Easement Area.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee’s reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as “Temporary Work Space”, “Additional Temporary Work Space” and/or “Staging Area” (collectively, the “**Temporary Easement Area**”) as shown on Exhibit A & Exhibit B for the surveying, laying, constructing of, or other use for the Facilities installed pursuant to the terms herein and all activities incident thereto. Grantee’s rights to the Temporary Easement Area terminate once the original construction of the Facilities has been completed and restored.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such an event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Easement Area to conform to the actual location of the Right of Way and/or Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee’s expense.

4. **Grantor’s Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way and the Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee’s rights under this Agreement or create an actual or potential hazard to the Facilities or

Grantee's exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), (iii) change the depth of cover over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), nor cause the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Right of Way and Temporary Easement Area, at Grantor's cost, all such encroachments, and clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Right of Way and Temporary Easement Area, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Right of Way and/or Temporary Easement Area of all encroachments and vegetation. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Right of Way and Temporary Easement Area. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way and/or Temporary Easement Area to any third parties without the prior written consent of Grantee.

5. **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

6. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantor has, or may have, to provide natural gas service from any of its pipelines or storage facilities to any and all residences or structures on Grantor's Property.

7. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "**Claims**") arising from personal injury or death or damage to property and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the negligence or other wrongful acts of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims arising from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantor or Grantor's invitees or licensees.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses

which may arise out of, are connected with, or relate in any way to Grantor's conveyance, or Grantee's exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee's construction, mitigation, and restoration activities within the Right of Way and Temporary Easement Area and the installation, presence, maintenance, ingress or egress to or from, or operation of the Facilities upon the Property. Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the negligence or other wrongful acts of Grantee.

8. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

9. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easements granted herein as a result of Grantee's use of the Right of Way and/or Temporary Easement Area, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Unless already covered by a mutually agreed upon Supplemental Agreement, Grantee shall pay Grantor the same price per acre that Grantee paid Grantor for the Temporary Easement Area.

10. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

11. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

12. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto, and incorporating any mutually agreed upon Supplemental Agreement at Cardinal Creek Forest Preserve and/or Release, constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

13. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

14. **Arbitration.** Any dispute or claim arising out of or relating to this Agreement or any Supplemental Agreement and/or Release, or the breach thereof, shall be resolved by three disinterested arbitrators, one to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. The cost of such arbitration will be borne equally by the parties.

15. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

16. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

18. **Insurance.** Grantee, at its sole cost and expense, shall maintain and keep in effect comprehensive commercial general liability insurance in the minimum amount of \$2,000,000, covering, without limitation, any liability for personal injury, bodily injury (including, without limitation, death) and property damage arising out of Grantee's acts, omissions and use of the Easement Area. All general liability policies of insurance required herein shall name Grantor as an additional insured.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]



## The Forest Preserve District of Kane County

Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
 )SS  
County of \_\_\_\_\_ )

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

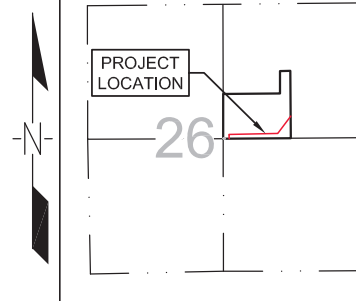
This instrument was prepared by:  
Michele Felts  
Ohio Valley Acquisition, LLC  
210 N. Walkup Ave.  
Crystal Lake, IL 60014

After recording return to:  
Ohio Valley Acquisition, LLC  
210 N. Walkup Ave.  
Crystal Lake, IL 60014

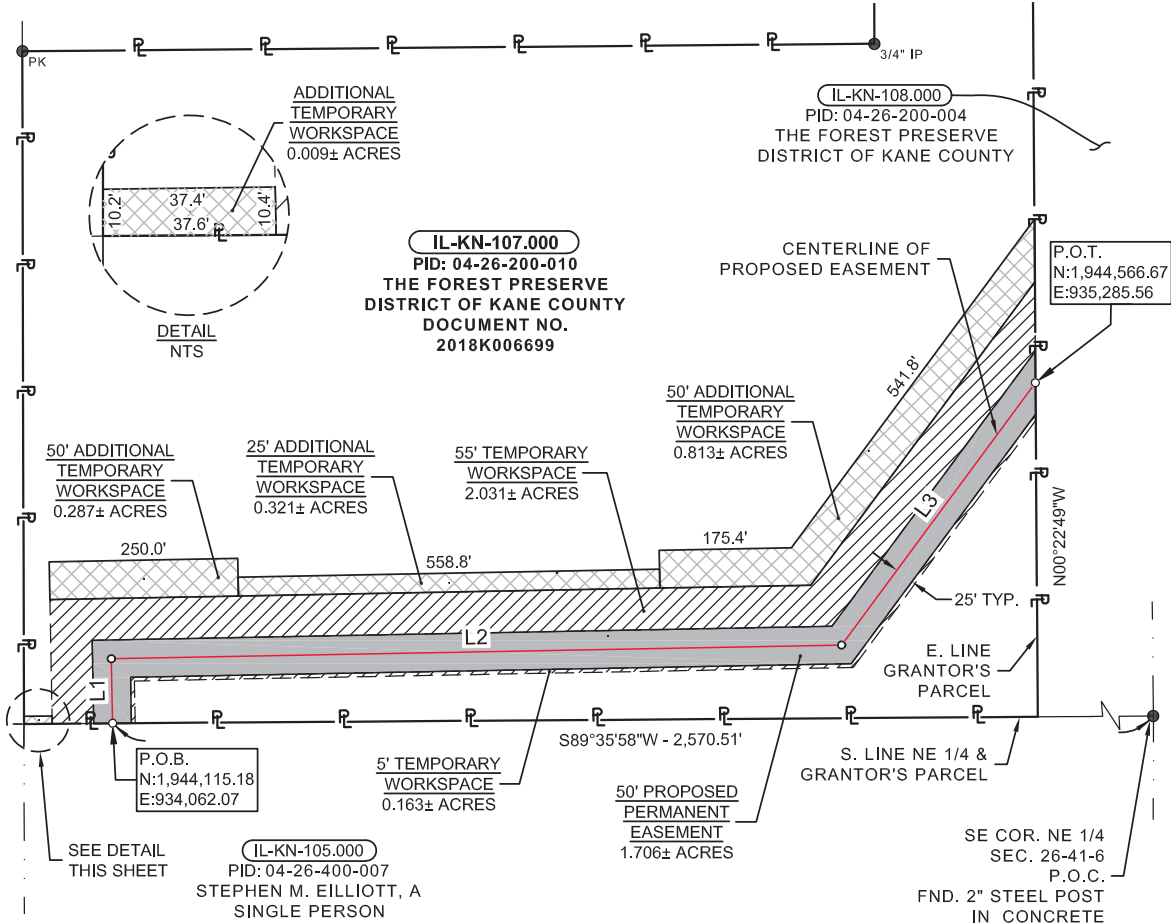
# NOTES

1. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY OF THE GRANTOR'S LAND PURSUANT TO TITLE 68: CHAPTER VII: SUBCHAPTER b: PART 1270 : SECTION 1270.56 OF THE ILLINOIS ADMINISTRATIVE CODE.
2. INFORMATION DEPICTED HEREON IS BASED UPON A FIELD SURVEY TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD INFORMATION PROVIDED BY THE CLIENT.
3. THIS PLAT DOES NOT PURPORT TO SHOW THE LOCATION OF EXISTING EASEMENTS, RIGHT-OF-WAYS OR RESTRICTIONS UNLESS OTHERWISE SHOWN.
4. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED UPON THE ILLINOIS COORDINATE SYSTEM 1983, 2011 ADJUSTMENT: EAST ZONE (US SURVEY FOOT), AS DERIVED BY STATIC GPS OBSERVATIONS TIED TO THE NOAA CORS NETWORK.
5. FIELD WORK COMPLETED JULY 16, 2024.

## EXHIBIT "A" KANE COUNTY, ILLINOIS SECTION 26, TOWNSHIP 41N, RANGE 6E



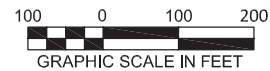
VICINITY MAP  
N.T.S.



LEGEND	
○ CP	COMPUTED POINT
● MON	FOUND MONUMENT AS DESCRIBED
	EXISTING PERMANENT EASEMENT
	EXISTING PIPELINE
	LINE NOT TO SCALE
	SECTION LINE
	PROPERTY BOUNDARY
	ADJOINING PROPERTY
	CENTERLINE PROPOSED EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.T.	POINT OF TERMINATION
T.W.S.	PROPOSED TEMPORARY WORKSPACE
A.T.W.S.	PROPOSED ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W.	PROPOSED PERMANENT EASEMENT & RIGHT-OF-WAY
T.A.R.	PROPOSED TEMPORARY ACCESS ROAD
P.A.R.	PROPOSED PERMANENT ACCESS ROAD

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°04'46"W	85.56'
L2	N88°55'14"E	968.25'
L3	N36°28'16"E	432.38'

TOTAL DISTANCE ACROSS PROPERTY	
1486.19 FEET	- 90.07 RODS
TOTAL AREA	
P.E.R.W.: 1.706 ACRES	
T.W.S.: 2.195 ACRES	
A.T.W.S.: 1.430 ACRES	



I HEREBY STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND CONTROL, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

*Darrell A. Poundstone*

DARRELL A. POUNDSTONE October 25, 2024  
LICENSED PROFESSIONAL LAND SURVEYOR  
NO. 035-003485 - EXPIRES November 30, 2024

ANR PIPELINE COMPANY		PLAT OF EASEMENT		THE FOREST PRESERVE DISTRICT OF KANE COUNTY		TRC TRC Pipeline Services, LLC		2087 E. 71st Street Tulsa, OK 74136 (860) 298-6347 Firm License No. 184.001811-0010 www.trccompanies.com	
REV#	DATE	DESCRIPTION	DWG BY:	MD	APP BY:	DAP	JOB #	548751	
A	10/23/2024	ISSUE FOR USE	CKD BY:	JEW	DATE:	10/25/24	SCALE:	1" = 200'	
			DWG #:	M.002443-AHP-TRC-A-PLAT-0206			SHEET NO.	1 OF 1	

## EXHIBIT "B"

IL-KN-107.000  
KANE COUNTY  
PIN 04-26-200-010

### PERMANENT EASEMENT & RIGHT OF WAY

Part of the Northeast Quarter of Section 26, Township 41 North, Range 6 East of the Third Principal Meridian, being a description of a fifty (50) feet wide Permanent Easement & Right of Way being over, through and across Grantor's parcel of land as described in Document Number 2018K006699 of the Official Records of Kane County, Illinois, said fifty (50) feet wide Permanent Easement & Right of Way lying twenty five (25) feet on each side of the herein described centerline, the sidelines of said Permanent Easement & Right of Way being lengthened or shortened to meet the boundary lines of said tract and being more particularly described as follows:

**COMMENCING** at a steel post in concrete at the Southeast corner of said Northeast Quarter; thence South 89 degrees 35 minutes 58 seconds West on the South line of said Northeast Quarter and the Grantor's parcel 2570.51 feet to the centerline of a proposed easement, said centerline being the **POINT OF BEGINNING**;

**THENCE** North 01 degrees 04 minutes 46 seconds West on said centerline 85.56 feet;

**THENCE** North 88 degrees 55 minutes 14 seconds East on said centerline 968.25 feet;

**THENCE** North 36 degrees 28 minutes 16 seconds East on said centerline 432.38 feet to the East line of said Grantor's parcel and the **POINT OF TERMINATION** of said centerline and said Permanent Easement & Right of Way, containing 1.706 acres, more or less; together with any related temporary workspace and additional temporary workspace, as shown on Exhibit "A", all situated in Kane County, Illinois.

Bearings, distances and coordinates shown hereon are based upon the Illinois Coordinate System of 1983, 2011 Adjustment: East Zone (US Survey Foot), as derived by static GPS observations tied to the NOAA CORS network, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in July of 2024.

This description was prepared in conjunction with a Plat of Easement (Exhibit "A"), prepared by TRC Pipeline Services, LLC, drawing number M.002443-AHP-TRC-A-PLAT-0206, Revision A, dated October 23, 2024.

Dated this 25<sup>th</sup> day of October, 2024.



Darrell A. Poundstone  
Licensed Professional Land Surveyor  
License No. 035-003485  
Expires: November 30, 2024



**Confidential Supplemental Agreement at Cardinal Creek Forest Preserve**

This Confidential **Supplemental Agreement** (“**Supplemental Agreement**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **The Forest Preserve District of Kane County**, whose address is 1996 S KIRK RD STE 320, Geneva, IL 60134, whether one or more, and their heirs, successors and assigns (the “**Landowner**”), and **ANR Pipeline Company**, a Delaware corporation, and its successors and assigns (“**ANR**”), with an address of **700 Louisiana Street, Suite 1300, Houston, Texas 77002**.

**WHEREAS, Landowner and ANR entered into that certain Easement and Right of Way Agreement at Cardinal Creek Forest Preserve (the “Agreement”);**

**WHEREAS, Landowner and ANR** desire to memorialize certain independent and collateral covenants related to the Agreement in this Supplemental Agreement; and

**WHEREAS,** the Construction Work Area (“**CWA**”) is defined as the entirety of the Workspaces referenced to and defined in the Agreement, including all Temporary, Permanent, and Staging Workspaces in addition to Access Roads more particularly described and defined in Exhibit A.

**NOW THEREFORE,** in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Landowner and **ANR** do hereby agree as follows:

1. **State and Federal Mitigation Requirements.** **ANR** shall follow the construction procedures and mitigation measures on agricultural land identified by FERC in any FERC assessment, authorization, or approval. **ANR** has developed an ***Illinois Agricultural Impact Mitigation Plan***, attached to as Exhibit “A”. This plan has been developed to prescribe best management practices to minimize or mitigate impacts on agricultural land that may occur due to pipeline construction. **ANR** may implement measures in a state-specific plan that are not inconsistent with the construction procedures and mitigation measures identified by FERC.

2. **Miscellaneous.** The terms of the Agreement are incorporated herein by reference and in the event of any conflict between the Agreement and this **Supplemental Agreement**, the terms of this **Supplemental Agreement** shall govern and control. Except for purposes of the construction and enforcement of this **Supplemental Agreement**, the terms and conditions of the Agreement shall remain unmodified. The Agreement, together with this **Supplemental Agreement**, constitutes the entire agreement between **Landowner** and **ANR** with respect to the

subject matter hereof, and shall inure to the benefit of and be binding on the **Landowner's** heirs, successors and assigns and **ANR's** successors and assigns.

3. **Pre-construction assessments.** Prior to the start of construction, **ANR** may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. **ANR** agrees to provide advance notice of its intention to conduct pre-construction assessments and **Landowner** agrees to permit the access needed.

4. **Compensation.** Upon execution of this Confidential Supplemental Agreement and the Agreements, and the Landowner Release and Payment Summary, **ANR** shall pay Landowner a sum of **Forty Eight Thousand Four Hundred Fifty Three Dollars and 90/100 (\$48,453.90)** as the total compensation for (i) acquiring the Right Of Way (ii) pre-paid damages, including but not limited to timber damages, and (iii) temporary workspace, which shall be paid to Landowners within ninety (90) days of execution of this Confidential Supplemental Agreement.

5. **De-Watering.** In the event water pumping from ditch lines becomes necessary, **ANR** may place, at its sole discretion, any appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the **CWA**, as defined in the Agreement. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event **ANR's** de-watering activities create the need for restoration to **Landowner's** land, crops, pasture, etc., **ANR** will provide **Landowner** reasonable compensation to restore such disturbed areas to their pre-construction condition as is nearly practicable.

6. **No-Obstruction.** **ANR** acknowledges and agrees that it shall not unreasonably obstruct Landowner's farm access on the Property nor allow its contractors, agents or employees to unreasonably obstruct the access thereto. **ANR** agrees that its project management staff will remind its project staff of such prohibition and will promptly cause any offending vehicle or equipment to be moved.

7. **General Crossings.** During construction and any subsequent alterations, repair, maintenance, or replacement of the pipeline(s), **ANR** agrees that it shall provide crossings over the **CWA** as may be reasonably practicable so as to permit Landowner, its tenants, livestock, equipment and vehicles the ability to cross such **CWA**.

8. **Landowner's Crossing of Easements.** During construction and any subsequent altering, repairing, removing or replacing of **ANR's** pipeline or the facilities, **ANR** agrees that if requested by Landowner, it will leave earthen plug(s) in the ditch line or otherwise provide crossings along the ditch line as reasonably sufficient to permit Landowner, Landowner's tenants and/or livestock and/or equipment, to cross over the ditch at reasonable intervals.

9. **Restricted Ingress and Egress.** Ingress and egress to the Property shall be limited to the CWA unless specifically permitted by Landowner or in the event of an emergency.

10. **Notification.** Except in emergency conditions, ANR shall attempt to provide a minimum of 120 hours' notice prior to the entry upon Landowner's Property for construction activities. Acknowledgement of receipt of notice is not necessary prior to the entry upon Landowner's Property. To avoid payment of Agricultural Crop Loss, ANR will notify Landowner (8) months prior to planned construction to allow for removal of Agricultural Leases within the CWA. Failure to notify (8) months prior will require additional damages for Crop Loss in accordance with the 'Mitigation Agreement'.

11. **Time Frame/Schedule.** ANR currently anticipates initial project activities to begin in Q3-Q4, 2026 with construction tentatively scheduled for Q1-Q2, 2027 and additional reclamation needs throughout 2028. This time frame may be changed at ANR's discretion. Notification of the final completion shall be communicated to Landowner by an ANR representative upon the project's completion of all of ANR's activities.

12. **Future Restoration.** Grantee agrees to adhere to the Soil Restoration Plan as outlined in Exhibit "B" for any future projects resulting in size change, removal or replacement of the pipeline relating to the Permanent Easement and Right of Way granted in the "Agreement". For standard operation and maintenance program needs, all activities will be in compliance with ANR's current internal standards at the time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the undersigned have duly executed this **Supplemental Agreement** as of the date set forth above.

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **EXHIBIT A**

### **Illinois Agricultural Impact Mitigation Plan: April 2025**

**EXHIBIT “B”**  
**To Confidential Supplemental Agreement**  
**Future Restoration Plan**

The term Grantor herein shall refer to the Landowner and the term Grantee herein shall refer to ANR and each party’s successors and assigns. Such terms may be used interchangeably. The mitigative actions (“Mitigative Actions”) specified in Paragraphs 1 through 13 of this Exhibit “B” will be implemented in accordance with the conditions listed below in Paragraphs A through F.

- A. All Mitigative Actions included in this Exhibit “B”, unless otherwise specified, will be implemented within 45 days of completion of and construction and activities on Grantor’s Property, weather and Grantor permitting. Temporary repairs will be made by Grantee during the construction process as needed to minimize the risk of additional damage that may result from an extended construction time period.
- B. Grantee will implement the Mitigative Actions included in this Exhibit “B” to the extent that they do not conflict with the requirements of any applicable federal, state and local rules.
- C. If any provision of this Exhibit “B” is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of this Exhibit “A” shall be interpreted as if it did not contain the unenforceable provision.
- D. **Restoration of Agricultural/Prime Farm Land.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense for crop loss and restoration.
- E. **Restoration of Turf Areas.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Seeding Mixtures: Seed for turf restoration shall be Class 1 (Lawn Mixture) and Class 4 (Native Grass) mixtures or Owner approved alternate.
- F. **Restoration and Seeding of Restored Prairie.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Mesic Prairie Seed Mix – **Appendix C**; or Owner approved alternate.

**DEFINITIONS**

When used herein:

“Agricultural Land” means land used for cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag. related facilities, feedlots, livestock

confinement systems, land on which farm buildings are located, and land in government set-aside programs.

“Cropland” means land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland but is currently in a government set-aside program.

“Pipeline” means and includes any pipelines installed, maintained or repaired pursuant to the terms of the Agreement and any pipe cross section in accordance with approved engineering plans and its related appurtenances and associated facilities, to be certificated for construction and operation in accordance with the Grant.

“Prime Farmland” means Agricultural Land comprised of soils which are defined by the USDA Natural Resources Conservation Service as being “Prime” soils (generally considered the most productive soils with the least input of nutrients and management).

“Restored Prairie” means and includes land that has been intentionally restored or is in the process of being restored to its pre-agricultural condition.

“Right-of-Way” means and includes the permanent easement conveyed to Grantee by Grantor.

“Turf Area” means and includes land that has been intentionally converted to a short grass surface.

1. Pipe Depth.

- a) Except for above-ground piping facilities, the Pipeline(s) will be buried with:
  - (1) a minimum of 2 feet of top cover where it crosses Cropland or pastureland comprised of Prime Farmland,
  - (2) with a minimum of 2 feet of top cover where it crosses wooded brushy land, and
  - (3) any above ground equipment shall be set at finished grade.
- b) Except as otherwise provided herein, in no instance will Grantee allow the amount of top cover over the Pipeline(s) to be less than 18 inches as a result of natural erosion.

2. Topsoil Replacement.

- a) The topsoil will be removed to a depth of thirty-six inches (36") or the actual topsoil depth, whichever is less, in the ditch line or trenched area. All other workspace areas, whether temporary or permanent, shall be stripped of no more than twelve inches (12"). Topsoil shall be piled and stored separately

from all other soils and be retained in a condition for replacement to the area or areas from which it was removed. In no event shall any topsoil be removed from Grantor's Property.

- b) All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile.
- c) In backfilling the trench, the stockpiled subsoil material will be placed back into the trench first unless civil engineering requires stone bedding.
- d) After replacement of the subsoil and topsoil, the surface of the topsoil shall be mounded or "crowned" so that, after any period of settling, the surface shall be level and at the same grade as the surrounding and adjacent grade and topsoil levels. Any excess topsoil not used to cover the trench area as stated above shall be spread on the surface of Grantor's Property in accordance with Grantor's reasonable instructions.

3. Repair of Damaged Tile Lines.

- a) Prior to construction, Grantee will request details of the location of drain tiles from Grantor. Grantee shall record the GPS location of all identified drain tile lines, including those identified by Grantor and those identified or damaged and repaired during construction or other phases of the Project. Grantee shall also mark the physical locations of the identified drain tile lines with stakes or flags prior to construction to alert construction crews of their presence. Markers identifying drain tile locations are to remain in place until restoration is complete or the tile lines are repaired.
- b) If a drain tile is damaged or severed during construction, it will be repaired to ensure it functions properly at the point of repair and maintains long-term usability. Temporary repairs using solid tubing may be installed to allow for continued drainage during construction, or a permanent repair may be made immediately.
- c) Prior to backfilling, the drain tile will be temporarily or permanently repaired, as the backfill schedule allows. Permanent repair will occur as soon as possible, based weather, soil conditions, and drain tile contractor availability permitting.
- d) If water is flowing through the damaged tile line, Grantee shall use best efforts to immediately temporarily repair the damaged tile until such time that permanent repairs can be made by a local, licensed, contractor. If the damaged drain tile-lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made within 30 days of the time damage occurred or before the next forecasted rain event, whichever is sooner. These exposed tile lines shall be screened or otherwise protected to prevent

the entry of foreign materials, small mammals, etc. into the tile lines until permanent repairs are made.

- e) All permanent drain-tile line repairs will be made within 30 days of the pipeline being laid in the trench on Grantor's property, weather, soil conditions, and drain tile contractor availability permitting. Grantee shall notify the landowner in writing if permanent repairs to drain tiles are expected to deviate from the 30 days. Alternatively, Grantee may compensate Grantor to complete the permanent repair themselves or with their preferred drain-tile contractor.
- f) Before completing permanent drain-tile repairs, all tile lines shall be probed or examined by other suitable means on both sides of the trench for their entire length within any work areas to check for tile that might have been damaged by vehicular traffic or construction equipment. If tile lines are found to be damaged, they will be repaired so they operate as well after construction as before the construction began.
- g) Following completion of the Project, Grantee shall be responsible for correcting all drain-tile line repairs that fail due to pipeline construction, provided those repairs were made by Grantee. Grantee will not be responsible for tile line repairs that Grantee pays Grantor to perform.
- h) If there is a concern for damages to the drain tile as a result of equipment and vehicle traffic along temporary access roads, weight dispersion equipment and/or material such as mats should be used.

#### 4. Rock Removal.

- a) The Pipeline trench, bore holes, or other excavations above the pipe may be backfilled with soil containing rocks that do not exceed, in concentration or size, that which existed prior to the Pipeline's construction; provided, however, that Grantee shall remove all rocks in excess of three inches (3") in diameter prior to backfilling and replacing the topsoil. Grantee shall at least annually remove any additional rocks in excess of three inches (3") in diameter which work their way to the surface for a period of one (1) year following the completion of the Pipeline.
- b) In areas of consolidated rock formations, suitable precautions will be taken to minimize the potential for blast rock to become interspersed with the soil material to be backfilled into the trench. Any rocks in excess of three inches (3") in diameter which become interspersed with soil material shall be removed by Grantee.
- c) Rocks and/or surplus subsoil not used to backfill the Pipeline trench, bore holes, or other excavations will be hauled off Grantor's Property.

5. Removal of Construction Debris. All surplus material, equipment skids, trash, litter and miscellaneous debris from the construction activity will be removed and properly disposed of during final cleanup and restoration.

6. Compaction, Rutting, Fertilization, Liming.

- a) Grantee shall chisel, disk or till with other appropriate equipment all Cropland traversed by construction equipment to a depth of 18 inches or actual topsoil depth, whichever is less, and all other land traversed by construction equipment to a depth of 12 inches. At least two (2) passes will be made over all lands to be chiseled, disked or tilled as described above. In areas where topsoil has been segregated over the work area and traversed by construction equipment passage, the subsoil will be plowed before replacing the segregated topsoil.
- b) All rutted land damaged by Pipeline construction will be restored to pre-construction contour as near as practicable.

7. Land Leveling.

- a) Following the completion of the Pipeline, Grantee will restore any Right-of-Way to its pre-construction elevation and contour as near as practicable should uneven settling occur or surface drainage problems develop at any time within one (1) year after completion of work due to settling or inaccurate land leveling following the Pipeline's construction.
- b) Grantee will provide Grantor with a telephone number and address which may be used to alert Grantee of the need to perform additional land leveling services.
- c) Grantee will provide such land leveling services within 45 days of receipt by Grantee of Grantor's written notice, subject to weather conditions, and Grantee's contractor availability..

8. Prevention of Soil Erosion. Subject to permit conditions, Grantee will implement a reasonable method to control erosion in accordance with Grantor or the appropriate county soil and water conservation district, if Grantor so requests.

9. Repair of Damaged Soil Conservation Practices. All soil conservation practices (such as terraces, grassed waterways, trees, etc.) which are damaged by the Pipeline's construction will be restored to at least their pre-construction condition as near as practicable.

10. Damages to Private Property. Grantee will pay for any damages occurring on Grantor's Property caused by the construction, maintenance, operation, inspection, repair, replacement, or removal of the Pipeline.

11. Advance Notice of Access to Private Property. Grantee intends to provide Grantor or their designated representative or tenant with a minimum of 48 hours prior written notice before accessing Grantor's Property for the purpose of commencing the construction of the Pipeline.

12. Crop Damage. Grantee acknowledges that Grantor has directed tenant farmer to farm the Grantor's Parcel and the Property. The parties agree that any crop damage incurred by the tenant farmer shall be compensated as set forth in the Agreement.

13. Applicability. The terms of this Exhibit "B" shall apply to all of Grantor's Property utilized or impacted by the activities of the Grantee, including but not limited to the Right of Way, Temporary Workspace, Additional Temporary Workspace, Staging Area, Temporary Access Road and the Temporary Easement Area, all as those terms are defined in the Agreement.

Appendix C:  
Mesic Prairie Seed Mix

Mesic Prairie Seed Mix			
Type	Species	Common Name	Seeding Rate (lbs/ac)
Forbs	<i>Asclepias tuberosa</i>	Butterfly Weed	0.350
	<i>Astragalus canadensis</i>	Canadian Milk Vetch	0.250
	<i>Baptisia leucantha</i>	White Wild Indigo	0.250
	<i>Cassia fasciculata</i>	Partridge Pea	0.250
	<i>Coreopsis lanceolata</i>	Sand Coreopsis	0.250
	<i>Coreopsis palmata</i>	Prairie Coreopsis	0.250
	<i>Coreopsis tripteris</i>	Tall Coreopsis	0.250
	<i>Dalea candida</i>	White Prairie Clover	0.125
	<i>Dalea purpurea</i>	Purple Prairie Clover	0.125
	<i>Echinacea pallida</i>	Purple Coneflower	0.125
	<i>Echinacea purpurea</i>	Broad-leaved Pur. Coneflower	0.500
	<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.250
	<i>Helioopsis helianthoides</i>	False Sunflower	0.125
	<i>Monarda fistulosa</i>	Wild Bergamot	0.125
	<i>Lespedeza capitata</i>	Round-headed Bush Clover	0.125
	<i>Oligoneuron rigidum</i>	Stiff Goldenrod	0.125
	<i>Parthenium integrifolium</i>	Wild Quinine	0.125
	<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.250
	<i>Ratibida pinnata</i>	Yellow Coneflower	0.350
	<i>Rudbeckia hirta</i>	Black-eyed Susan	0.250
	<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	0.125
	<i>Silphium integrifolium</i>	Rosin Weed	0.125
	<i>Silphium laciniatum</i>	Compass Plant	0.250
	<i>Silphium terbinthinaceum</i>	Prairie Dock	0.250
	<i>Symphyotrichum laevis</i>	Smooth Blue Aster	0.250
	<i>Symphyotrichum novae-angliae</i>	New England Aster	0.250
	<i>Verbena stricta</i>	Hoary Vervain	0.125
	<i>Vernonia fasciculata</i>	Common Iron Weed	0.125
	<i>Zizia aurea</i>	Golden Alexanders	0.250
		sub total	6.200
Grasses	<i>Bouteloua curtipendula</i>	Side-oats Grama	8.000
	<i>Elymus canadensis</i>	Canada wild rye	3.000
	<i>Panicum virgatum</i>	Switch Grass	1.000
	<i>Schizachyrium scoparium</i>	Little Bluestem	8.000
	<i>Sporobolus herterolepis</i>	Prairie Dropseed	0.250
		sub total	20.250
		Total Permanent Species:	26.450
Cover	<i>Avena sativa</i>	Seed Oats	32.000



## EASEMENT AND RIGHT OF WAY AGREEMENT AT CARDINAL CREEK FOREST PRESERVE

THIS EASEMENT AND RIGHT OF WAY AGREEMENT (this “**Agreement**”), is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **The Forest Preserve District of Kane County**, whose address is 1996 S KIRK RD STE 320, Geneva, IL 60134 (whether one or more, the “**Grantor**”), and **ANR Pipeline Company**, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the “**Grantee**”). Grantor and Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated 2/9/2018, from Albert J. Lenkaitis and Mary E. Lenkaitis, husband & wife to The Forest Preserve District of Kane County recorded in the Recorder’s Office for Kane County, Illinois in Document No. 2018K006699, identified as parcel number **04-26-200-004**, being more particularly described as THAT PART OF THE EAST HALF OF SECTION 26 AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 26; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, 1364.60 FEET TO THE CENTERLINE OF MIDDLETON ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE FORMING AN ANGLE OF 145 DEGREES, 26 MINUTES, 36 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 1594.73 FEET TO THE EAST LINE OF SAID EAST HALF; THENCE NORTHERLY ALONG SAID EAST LINE 904.63 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 1275.65 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES, 08 MINUTES, 16 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 1337.27 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER THAT IS 1304.75 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE 1304.75 FEET TO THE EAST LINE OF SAID SECTION 26; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26, 1547.02 FEET TO A POINT THAT IS 1129.78 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID SOUTH HALF; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID EAST HALF 444.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 1129.78 FEET TO SAID WEST LINE;

THENCE SOUTHERLY ALONG SAID WEST LINE 891.48 FEET TO THE POINT OF BEGINNING, IN BURLINGTON TOWNSHIP, KANE COUNTY, ILLINOIS. Commonly known as: 110 acres of land laying on the north side of Middleton Road Hampshire, Illinois 60140 (the “**Property**”); and

WHEREAS, Grantee desires the right to use an easement and right of way in connection with the construction, operation, maintenance, removal, or abandonment of Grantee’s Facilities (as defined below), on, over, under and through Grantor’s Property, which easement and right of way is more particularly described in Exhibit A & Exhibit B attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, an exclusive perpetual easement and right of way to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, remove and/or abandon in place one pipeline and all above and below ground equipment and appurtenances thereto, including, but not limited to, cathodic protection equipment, pipeline markers, underground electric lines, and/or regulators (collectively, the “Facilities”) for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines, on, over, under, across and/or through a strip of land **50 feet** in width, as more particularly described in Exhibit A & Exhibit B (the “Right of Way”) together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of ingress and egress, by pedestrian, vehicle, or equipment, over and across the Property within the easements as described or along any existing roadways through the property.

2. **Temporary Easement Area.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee’s reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as “Temporary Work Space”, “Additional Temporary Work Space” and/or “Staging Area” (collectively, the “**Temporary Easement Area**”) as shown on Exhibit A & Exhibit B for the surveying, laying, constructing of, or other use for the Facilities installed pursuant to the terms herein and all activities incident thereto. Grantee’s rights to the Temporary Easement Area terminate once the original construction of the Facilities has been completed and restored.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such an event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Easement Area to conform to the actual location of the Right of Way and/or Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee’s expense.

4. **Grantor’s Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way and the Temporary Easement Area to the extent that such use and enjoyment does not interfere

with Grantee's rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee's exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), (iii) change the depth of cover over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), nor cause the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Right of Way and Temporary Easement Area, at Grantor's cost, all such encroachments, and clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Right of Way and Temporary Easement Area, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Right of Way and/or Temporary Easement Area of all encroachments and vegetation. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Right of Way and Temporary Easement Area. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way and/or Temporary Easement Area to any third parties without the prior written consent of Grantee.

5. **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

6. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantor has, or may have, to provide natural gas service from any of its pipelines or storage facilities to any and all residences or structures on Grantor's Property.

7. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "**Claims**") arising from personal injury or death or damage to property and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the negligence or other wrongful acts of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims arising from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantor or Grantor's invitees or licensees.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance, or Grantee's exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee's construction, mitigation, and restoration activities within the Right of Way and Temporary Easement Area and the installation, presence, maintenance, ingress or egress to or from, or operation of the Facilities upon the Property. Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the negligence or other wrongful acts of Grantee.

8. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

9. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easements granted herein as a result of Grantee's use of the Right of Way and/or Temporary Easement Area, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Unless already covered by a mutually agreed upon Supplemental Agreement, Grantee shall pay Grantor the same price per acre that Grantee paid Grantor for the Temporary Easement Area.

10. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

11. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

12. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto, and incorporating any mutually agreed upon Supplemental Agreement at Cardinal Creek Forest Preserve and/or Release, constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

13. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

14. **Arbitration.** Any dispute or claim arising out of or relating to this Agreement or any Supplemental Agreement and/or Release, or the breach thereof, shall be resolved by three disinterested arbitrators, one to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed,

and the award of such three persons shall be final and conclusive. The cost of such arbitration will be borne equally by the parties.

15. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

16. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

18. **Insurance.** Grantee, at its sole cost and expense, shall maintain and keep in effect comprehensive commercial general liability insurance in the minimum amount of \$2,000,000, covering, without limitation, any liability for personal injury, bodily injury (including, without limitation, death) and property damage arising out of Grantee's acts, omissions and use of the Easement Area. All general liability policies of insurance required herein shall name Grantor as an additional insured.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]



## The Forest Preserve District of Kane County

Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
 )SS  
County of \_\_\_\_\_ )

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[SEAL]

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Michele Felts  
Ohio Valley Acquisition, LLC  
210 N. Walkup Ave.  
Crystal Lake, IL 60014

After recording return to:  
Ohio Valley Acquisition, LLC  
210 N. Walkup Ave.  
Crystal Lake, IL 60014

# NOTES

1. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY OF THE GRANTOR'S LAND PURSUANT TO TITLE 68: CHAPTER VII: SUBCHAPTER b: PART 1270 : SECTION 1270.56 OF THE ILLINOIS ADMINISTRATIVE CODE.
2. INFORMATION DEPICTED HEREON IS BASED UPON A FIELD SURVEY TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD INFORMATION PROVIDED BY THE CLIENT.
3. THIS PLAT DOES NOT PURPORT TO SHOW THE LOCATION OF EXISTING EASEMENTS, RIGHT-OF-WAYS OR RESTRICTIONS UNLESS OTHERWISE SHOWN.
4. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED UPON THE ILLINOIS COORDINATE SYSTEM 1983, 2011 ADJUSTMENT: EAST ZONE (US SURVEY FOOT), AS DERIVED BY STATIC GPS OBSERVATIONS TIED TO THE NOAA CORS NETWORK.
5. FIELD WORK COMPLETED JULY 16, 2024.

## EXHIBIT "A" KANE COUNTY, ILLINOIS SECTION 26, TOWNSHIP 41N, RANGE 6E

IL-KN-110.000

PID: 04-26-200-013

GARY W. CHAFFEE AND  
MARILYN J. CHAFFEE, NOT  
AS TENANTS IN COMMON,  
BUT AS JOINT TENANTS

PROJECT  
LOCATION

26

VICINITY MAP  
N.T.S.

IL-KN-107.000  
PID: 04-26-200-010  
THE FOREST  
PRESERVE DISTRICT  
OF KANE COUNTY

ADDITIONAL  
TEMPORARY  
WORKSPACE  
0.119± ACRES

TEMPORARY  
WORKSPACE  
0.423± ACRES

P.O.B.  
N:1,944,566.67  
E:935,285.56

TEMPORARY  
WORKSPACE  
0.818± ACRES

50' ADDITIONAL  
TEMPORARY  
WORKSPACE  
0.727± ACRES

CENTERLINE OF  
PROPOSED  
EASEMENT

IL-KN-108.000  
PID: 04-26-200-004  
THE FOREST PRESERVE  
DISTRICT OF KANE COUNTY  
DOCUMENT NO.  
2018K006699

50' PROPOSED  
PERMANENT  
EASEMENT  
1.103± ACRES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N36°28'16"E	326.47'
L2	N00°25'07"E	611.30'
L3	N04°46'45"W	23.11'

LEGEND	
○ CP	COMPUTED POINT
● MON	FOUND MONUMENT AS DESCRIBED
	EXISTING PERMANENT EASEMENT
	EXISTING PIPELINE
	LINE NOT TO SCALE
	SECTION LINE
	PROPERTY BOUNDARY
	ADJOINING PROPERTY
	CENTERLINE PROPOSED EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.T.	POINT OF TERMINATION
T.W.S.	PROPOSED TEMPORARY WORKSPACE
A.T.W.S.	PROPOSED ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W.	PROPOSED PERMANENT EASEMENT & RIGHT-OF-WAY
T.A.R.	PROPOSED TEMPORARY ACCESS ROAD
P.A.R.	PROPOSED PERMANENT ACCESS ROAD

**TOTAL DISTANCE  
ACROSS PROPERTY**  
960.88 FEET - 58.24 RODS

**TOTAL AREA**  
P.E.R.W.: 1.103 ACRES  
T.W.S.: 1.240 ACRES  
A.T.W.S.: 0.952 ACRES



I HEREBY STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND CONTROL, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

*Darrell A. Poundstone*

DARRELL A. POUNDSTONE October 25th, 2024  
LICENSED PROFESSIONAL LAND SURVEYOR  
NO. 035-003485 - EXPIRES November 30, 2024

ANR PIPELINE COMPANY

THE FOREST PRESERVE DISTRICT OF  
KANE COUNTY

**TRC**  
TRC Pipeline Services, LLC

2087 E. 71st Street  
Tulsa, OK 74136  
(860) 298-6347  
Firm License No.  
184.001811-0010  
www.trccompanies.com

REV#	DATE	DESCRIPTION	DWG BY:	APP BY:	JOB #
A	10/23/2024	ISSUE FOR USE	KP	DAP	548751
			CKD BY: JEW	DATE: 10/25/24	SCALE: 1" = 200'
			DWG #: M.002443-AHP-TRC-A-PLAT-0207		SHEET NO. 1 OF 1

## EXHIBIT "B"

IL-KN-108.000  
KANE COUNTY  
PIN 04-26-200-004

### PERMANENT EASEMENT & RIGHT OF WAY

Part of the Northeast Quarter of Section 26, Township 41 North, Range 6 East of the Third Principal Meridian, being a description of a fifty (50) feet wide Permanent Easement & Right of Way being over, through and across Grantor's parcel of land as described in Document Number 2018K006699 of the Official Records of Kane County, Illinois, said fifty (50) feet wide Permanent Easement & Right of Way lying twenty five (25) feet on each side of the herein described centerline, the sidelines of said Permanent Easement & Right of Way being lengthened or shortened to meet the boundary lines of said tract and being more particularly described as follows:

**COMMENCING** at a steel post in concrete at the Southeast corner of said Northeast Quarter; thence South 89 degrees 35 minutes 58 seconds West on the South line of said Northeast Quarter and Grantor's parcel 1344.06 feet to the West line of said Grantor's parcel; thence North 00 degrees 22 minutes 49 seconds West on said West line 442.92 feet to the centerline of a proposed easement, said centerline being the **POINT OF BEGINNING**;

**THENCE** North 36 degrees 28 minutes 16 seconds East on said centerline 326.47 feet;


**THENCE** North 00 degrees 25 minutes 07 seconds East on said centerline 611.30 feet;

**THENCE** North 04 degrees 46 minutes 45 seconds West on said centerline 23.11 feet to the North line of said Grantor's parcel and the **POINT OF TERMINATION** of said centerline and said Permanent Easement & Right of Way, containing 1.103 acres, more or less; together with any related temporary workspace and additional temporary workspace, as shown on Exhibit "A", all situated in Kane County, Illinois.

Bearings, distances and coordinates shown hereon are based upon the Illinois Coordinate System of 1983, 2011 Adjustment: East Zone (US Survey Foot), as derived by static GPS observations tied to the NOAA CORS network, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in July of 2024.

This description was prepared in conjunction with a Plat of Easement (Exhibit "A"), prepared by TRC Pipeline Services, LLC, drawing number M.002443-AHP-TRC-A-PLAT-0207, Revision A, dated October 23, 2024.

Dated this 25<sup>th</sup> day of October, 2024.

  
Darrell A. Poundstone  
Licensed Professional Land Surveyor  
License No. 035-003485  
Expires: November 30, 2024



**Confidential Supplemental Agreement at Cardinal Creek Forest Preserve**

This Confidential **Supplemental Agreement** (“**Supplemental Agreement**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **The Forest Preserve District of Kane County**, whose address is 1996 S KIRK RD STE 320, Geneva, IL 60134, whether one or more, and their heirs, successors and assigns (the “**Landowner**”), and **ANR Pipeline Company**, a Delaware corporation, and its successors and assigns (“**ANR**”), with an address of **700 Louisiana Street, Suite 1300, Houston, Texas 77002**.

**WHEREAS, Landowner and ANR entered into that certain Easement and Right of Way Agreement at Cardinal Creek Forest Preserve (the “Agreement”);**

**WHEREAS, Landowner and ANR** desire to memorialize certain independent and collateral covenants related to the Agreement in this Supplemental Agreement; and

**WHEREAS,** the Construction Work Area (“**CWA**”) is defined as the entirety of the Workspaces referenced to and defined in the Agreement, including all Temporary, Permanent, and Staging Workspaces in addition to Access Roads more particularly described and defined in Exhibit A.

**NOW THEREFORE,** in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Landowner and **ANR** do hereby agree as follows:

1. **State and Federal Mitigation Requirements.** **ANR** shall follow the construction procedures and mitigation measures on agricultural land identified by FERC in any FERC assessment, authorization, or approval. **ANR** has developed an ***Illinois Agricultural Impact Mitigation Plan***, attached to as Exhibit “A”. This plan has been developed to prescribe best management practices to minimize or mitigate impacts on agricultural land that may occur due to pipeline construction. **ANR** may implement measures in a state-specific plan that are not inconsistent with the construction procedures and mitigation measures identified by FERC.

2. **Miscellaneous.** The terms of the Agreement are incorporated herein by reference and in the event of any conflict between the Agreement and this **Supplemental Agreement**, the terms of this **Supplemental Agreement** shall govern and control. Except for purposes of the construction and enforcement of this **Supplemental Agreement**, the terms and conditions of the Agreement shall remain unmodified. The Agreement, together with this **Supplemental Agreement**, constitutes the entire agreement between **Landowner** and **ANR** with respect to the

subject matter hereof, and shall inure to the benefit of and be binding on the **Landowner's** heirs, successors and assigns and **ANR's** successors and assigns.

3. **Pre-construction assessments.** Prior to the start of construction, **ANR** may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. **ANR** agrees to provide advance notice of its intention to conduct pre-construction assessments and **Landowner** agrees to permit the access needed.

4. **Compensation.** Upon execution of this Confidential Supplemental Agreement and the Agreements, and the Landowner Release and Payment Summary, **ANR** shall pay Landowner a sum of **Seventy Two Thousand Seven Hundred Fifty One Dollars and no/100 (\$72,751.00)** as the total compensation for (i) acquiring the Right Of Way (ii) pre-paid damages, including but not limited to timber damages, and (iii) temporary workspace, which shall be paid to Landowners within ninety (90) days of execution of this Confidential Supplemental Agreement.

5. **De-Watering.** In the event water pumping from ditch lines becomes necessary, **ANR** may place, at its sole discretion, any appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the **CWA**, as defined in the Agreement. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event **ANR's** de-watering activities create the need for restoration to **Landowner's** land, crops, pasture, etc., **ANR** will provide **Landowner** reasonable compensation to restore such disturbed areas to their pre-construction condition as is nearly practicable.

6. **No-Obstruction.** **ANR** acknowledges and agrees that it shall not unreasonably obstruct Landowner's farm access on the Property nor allow its contractors, agents or employees to unreasonably obstruct the access thereto. **ANR** agrees that its project management staff will remind its project staff of such prohibition and will promptly cause any offending vehicle or equipment to be moved.

7. **General Crossings.** During construction and any subsequent alterations, repair, maintenance, or replacement of the pipeline(s), **ANR** agrees that it shall provide crossings over the **CWA** as may be reasonably practicable so as to permit Landowner, its tenants, livestock, equipment and vehicles the ability to cross such **CWA**.

8. **Landowner's Crossing of Easements.** During construction and any subsequent altering, repairing, removing or replacing of **ANR's** pipeline or the facilities, **ANR** agrees that if requested by Landowner, it will leave earthen plug(s) in the ditch line or otherwise provide crossings along the ditch line as reasonably sufficient to permit Landowner, Landowner's tenants and/or livestock and/or equipment, to cross over the ditch at reasonable intervals.

9. **Restricted Ingress and Egress.** Ingress and egress to the Property shall be limited to the CWA unless specifically permitted by Landowner or in the event of an emergency.

10. **Notification.** Except in emergency conditions, ANR shall attempt to provide a minimum of 120 hours' notice prior to the entry upon Landowner's Property for construction activities. Acknowledgement of receipt of notice is not necessary prior to the entry upon Landowner's Property. To avoid payment of Agricultural Crop Loss, ANR will notify Landowner (8) months prior to planned construction to allow for removal of Agricultural Leases within the CWA. Failure to notify (8) months prior will require additional damages for Crop Loss in accordance with the 'Mitigation Agreement'.

11. **Time Frame/Schedule.** ANR currently anticipates initial project activities to begin in Q3-Q4, 2026 with construction tentatively scheduled for Q1-Q2, 2027 and additional reclamation needs throughout 2028. This time frame may be changed at ANR's discretion. Notification of the final completion shall be communicated to Landowner by an ANR representative upon the project's completion of all of ANR's activities.

12. **Future Restoration.** Grantee agrees to adhere to the Soil Restoration Plan as outlined in Exhibit "B" for any future projects resulting in size change, removal or replacement of the pipeline relating to the Permanent Easement and Right of Way granted in the "Agreement". For standard operation and maintenance program needs, all activities will be in compliance with ANR's current internal standards at the time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the undersigned have duly executed this **Supplemental Agreement** as of the date set forth above.

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **EXHIBIT A**

### **Illinois Agricultural Impact Mitigation Plan: April 2025**

**EXHIBIT “B”  
To Confidential Supplemental Agreement  
Future Restoration Plan**

The term Grantor herein shall refer to the Landowner and the term Grantee herein shall refer to ANR and each party’s successors and assigns. Such terms may be used interchangeably. The mitigative actions (“Mitigative Actions”) specified in Paragraphs 1 through 13 of this Exhibit “B” will be implemented in accordance with the conditions listed below in Paragraphs A through F.

- A. All Mitigative Actions included in this Exhibit “B”, unless otherwise specified, will be implemented within 45 days of completion of and construction and activities on Grantor’s Property, weather and Grantor permitting. Temporary repairs will be made by Grantee during the construction process as needed to minimize the risk of additional damage that may result from an extended construction time period.
- B. Grantee will implement the Mitigative Actions included in this Exhibit “B” to the extent that they do not conflict with the requirements of any applicable federal, state and local rules.
- C. If any provision of this Exhibit “B” is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of this Exhibit “A” shall be interpreted as if it did not contain the unenforceable provision.
- D. **Restoration of Agricultural/Prime Farm Land.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense for crop loss and restoration.
- E. **Restoration of Turf Areas.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Seeding Mixtures: Seed for turf restoration shall be Class 1 (Lawn Mixture) and Class 4 (Native Grass) mixtures or Owner approved alternate.
- F. **Restoration and Seeding of Restored Prairie.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Mesic Prairie Seed Mix – **Appendix C**; or Owner approved alternate.

**DEFINITIONS**

When used herein:

“Agricultural Land” means land used for cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag. related facilities, feedlots, livestock

confinement systems, land on which farm buildings are located, and land in government set-aside programs.

“Cropland” means land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland but is currently in a government set-aside program.

“Pipeline” means and includes any pipelines installed, maintained or repaired pursuant to the terms of the Agreement and any pipe cross section in accordance with approved engineering plans and its related appurtenances and associated facilities, to be certificated for construction and operation in accordance with the Grant.

“Prime Farmland” means Agricultural Land comprised of soils which are defined by the USDA Natural Resources Conservation Service as being “Prime” soils (generally considered the most productive soils with the least input of nutrients and management).

“Restored Prairie” means and includes land that has been intentionally restored or is in the process of being restored to its pre-agricultural condition.

“Right-of-Way” means and includes the permanent easement conveyed to Grantee by Grantor.

“Turf Area” means and includes land that has been intentionally converted to a short grass surface.

1. Pipe Depth.

- a) Except for above-ground piping facilities, the Pipeline(s) will be buried with:
  - (1) a minimum of 2 feet of top cover where it crosses Cropland or pastureland comprised of Prime Farmland,
  - (2) with a minimum of 2 feet of top cover where it crosses wooded brushy land, and
  - (3) any above ground equipment shall be set at finished grade.
- b) Except as otherwise provided herein, in no instance will Grantee allow the amount of top cover over the Pipeline(s) to be less than 18 inches as a result of natural erosion.

2. Topsoil Replacement.

- a) The topsoil will be removed to a depth of thirty-six inches (36") or the actual topsoil depth, whichever is less, in the ditch line or trenched area. All other workspace areas, whether temporary or permanent, shall be stripped of no more than twelve inches (12"). Topsoil shall be piled and stored separately

from all other soils and be retained in a condition for replacement to the area or areas from which it was removed. In no event shall any topsoil be removed from Grantor's Property.

- b) All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile.
- c) In backfilling the trench, the stockpiled subsoil material will be placed back into the trench first unless civil engineering requires stone bedding.
- d) After replacement of the subsoil and topsoil, the surface of the topsoil shall be mounded or "crowned" so that, after any period of settling, the surface shall be level and at the same grade as the surrounding and adjacent grade and topsoil levels. Any excess topsoil not used to cover the trench area as stated above shall be spread on the surface of Grantor's Property in accordance with Grantor's reasonable instructions.

3. Repair of Damaged Tile Lines.

- a) Prior to construction, Grantee will request details of the location of drain tiles from Grantor. Grantee shall record the GPS location of all identified drain tile lines, including those identified by Grantor and those identified or damaged and repaired during construction or other phases of the Project. Grantee shall also mark the physical locations of the identified drain tile lines with stakes or flags prior to construction to alert construction crews of their presence. Markers identifying drain tile locations are to remain in place until restoration is complete or the tile lines are repaired.
- b) If a drain tile is damaged or severed during construction, it will be repaired to ensure it functions properly at the point of repair and maintains long-term usability. Temporary repairs using solid tubing may be installed to allow for continued drainage during construction, or a permanent repair may be made immediately.
- c) Prior to backfilling, the drain tile will be temporarily or permanently repaired, as the backfill schedule allows. Permanent repair will occur as soon as possible, based weather, soil conditions, and drain tile contractor availability permitting.
- d) If water is flowing through the damaged tile line, Grantee shall use best efforts to immediately temporarily repair the damaged tile until such time that permanent repairs can be made by a local, licensed, contractor. If the damaged drain tile-lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made within 30 days of the time damage occurred or before the next forecasted rain event, whichever is sooner. These exposed tile lines shall be screened or otherwise protected to prevent

the entry of foreign materials, small mammals, etc. into the tile lines until permanent repairs are made.

- e) All permanent drain-tile line repairs will be made within 30 days of the pipeline being laid in the trench on Grantor's property, weather, soil conditions, and drain tile contractor availability permitting. Grantee shall notify the landowner in writing if permanent repairs to drain tiles are expected to deviate from the 30 days. Alternatively, Grantee may compensate Grantor to complete the permanent repair themselves or with their preferred drain-tile contractor.
- f) Before completing permanent drain-tile repairs, all tile lines shall be probed or examined by other suitable means on both sides of the trench for their entire length within any work areas to check for tile that might have been damaged by vehicular traffic or construction equipment. If tile lines are found to be damaged, they will be repaired so they operate as well after construction as before the construction began.
- g) Following completion of the Project, Grantee shall be responsible for correcting all drain-tile line repairs that fail due to pipeline construction, provided those repairs were made by Grantee. Grantee will not be responsible for tile line repairs that Grantee pays Grantor to perform.
- h) If there is a concern for damages to the drain tile as a result of equipment and vehicle traffic along temporary access roads, weight dispersion equipment and/or material such as mats should be used.

#### 4. Rock Removal.

- a) The Pipeline trench, bore holes, or other excavations above the pipe may be backfilled with soil containing rocks that do not exceed, in concentration or size, that which existed prior to the Pipeline's construction; provided, however, that Grantee shall remove all rocks in excess of three inches (3") in diameter prior to backfilling and replacing the topsoil. Grantee shall at least annually remove any additional rocks in excess of three inches (3") in diameter which work their way to the surface for a period of one (1) year following the completion of the Pipeline.
- b) In areas of consolidated rock formations, suitable precautions will be taken to minimize the potential for blast rock to become interspersed with the soil material to be backfilled into the trench. Any rocks in excess of three inches (3") in diameter which become interspersed with soil material shall be removed by Grantee.
- c) Rocks and/or surplus subsoil not used to backfill the Pipeline trench, bore holes, or other excavations will be hauled off Grantor's Property.

5. Removal of Construction Debris. All surplus material, equipment skids, trash, litter and miscellaneous debris from the construction activity will be removed and properly disposed of during final cleanup and restoration.

6. Compaction, Rutting, Fertilization, Liming.

- a) Grantee shall chisel, disk or till with other appropriate equipment all Cropland traversed by construction equipment to a depth of 18 inches or actual topsoil depth, whichever is less, and all other land traversed by construction equipment to a depth of 12 inches. At least two (2) passes will be made over all lands to be chiseled, disked or tilled as described above. In areas where topsoil has been segregated over the work area and traversed by construction equipment passage, the subsoil will be plowed before replacing the segregated topsoil.
- b) All rutted land damaged by Pipeline construction will be restored to pre-construction contour as near as practicable.

7. Land Leveling.

- a) Following the completion of the Pipeline, Grantee will restore any Right-of-Way to its pre-construction elevation and contour as near as practicable should uneven settling occur or surface drainage problems develop at any time within one (1) year after completion of work due to settling or inaccurate land leveling following the Pipeline's construction.
- b) Grantee will provide Grantor with a telephone number and address which may be used to alert Grantee of the need to perform additional land leveling services.
- c) Grantee will provide such land leveling services within 45 days of receipt by Grantee of Grantor's written notice, subject to weather conditions, and Grantee's contractor availability..

8. Prevention of Soil Erosion. Subject to permit conditions, Grantee will implement a reasonable method to control erosion in accordance with Grantor or the appropriate county soil and water conservation district, if Grantor so requests.

9. Repair of Damaged Soil Conservation Practices. All soil conservation practices (such as terraces, grassed waterways, trees, etc.) which are damaged by the Pipeline's construction will be restored to at least their pre-construction condition as near as practicable.

10. Damages to Private Property. Grantee will pay for any damages occurring on Grantor's Property caused by the construction, maintenance, operation, inspection, repair, replacement, or removal of the Pipeline.

11. Advance Notice of Access to Private Property. Grantee intends to provide Grantor or their designated representative or tenant with a minimum of 48 hours prior written notice before accessing Grantor's Property for the purpose of commencing the construction of the Pipeline.

12. Crop Damage. Grantee acknowledges that Grantor has directed tenant farmer to farm the Grantor's Parcel and the Property. The parties agree that any crop damage incurred by the tenant farmer shall be compensated as set forth in the Agreement.

13. Applicability. The terms of this Exhibit "B" shall apply to all of Grantor's Property utilized or impacted by the activities of the Grantee, including but not limited to the Right of Way, Temporary Workspace, Additional Temporary Workspace, Staging Area, Temporary Access Road and the Temporary Easement Area, all as those terms are defined in the Agreement.

Appendix C:  
Mesic Prairie Seed Mix

Mesic Prairie Seed Mix			
Type	Species	Common Name	Seeding Rate (lbs/ac)
Forbs	<i>Asclepias tuberosa</i>	Butterfly Weed	0.350
	<i>Astragalus canadensis</i>	Canadian Milk Vetch	0.250
	<i>Baptisia leucantha</i>	White Wild Indigo	0.250
	<i>Cassia fasciculata</i>	Partridge Pea	0.250
	<i>Coreopsis lanceolata</i>	Sand Coreopsis	0.250
	<i>Coreopsis palmata</i>	Prairie Coreopsis	0.250
	<i>Coreopsis tripteris</i>	Tall Coreopsis	0.250
	<i>Dalea candida</i>	White Prairie Clover	0.125
	<i>Dalea purpurea</i>	Purple Prairie Clover	0.125
	<i>Echinacea pallida</i>	Purple Coneflower	0.125
	<i>Echinacea purpurea</i>	Broad-leaved Pur. Coneflower	0.500
	<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.250
	<i>Helioopsis helianthoides</i>	False Sunflower	0.125
	<i>Monarda fistulosa</i>	Wild Bergamot	0.125
	<i>Lespedeza capitata</i>	Round-headed Bush Clover	0.125
	<i>Oligoneuron rigidum</i>	Stiff Goldenrod	0.125
	<i>Parthenium integrifolium</i>	Wild Quinine	0.125
	<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.250
	<i>Ratibida pinnata</i>	Yellow Coneflower	0.350
	<i>Rudbeckia hirta</i>	Black-eyed Susan	0.250
	<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	0.125
	<i>Silphium integrifolium</i>	Rosin Weed	0.125
	<i>Silphium laciniatum</i>	Compass Plant	0.250
	<i>Silphium terbinthinaceum</i>	Prairie Dock	0.250
	<i>Symphyotrichum laevis</i>	Smooth Blue Aster	0.250
	<i>Symphyotrichum novae-angliae</i>	New England Aster	0.250
	<i>Verbena stricta</i>	Hoary Vervain	0.125
	<i>Vernonia fasciculata</i>	Common Iron Weed	0.125
	<i>Zizia aurea</i>	Golden Alexanders	0.250
		sub total	6.200
Grasses	<i>Bouteloua curtipendula</i>	Side-oats Grama	8.000
	<i>Elymus canadensis</i>	Canada wild rye	3.000
	<i>Panicum virgatum</i>	Switch Grass	1.000
	<i>Schizachyrium scoparium</i>	Little Bluestem	8.000
	<i>Sporobolus herterolepis</i>	Prairie Dropseed	0.250
		sub total	20.250
		Total Permanent Species:	26.450
Cover	<i>Avena sativa</i>	Seed Oats	32.000





**ANR PIPELINE COMPANY**

**Heartland Project**

**Illinois Agricultural Impact Mitigation Plan**

**Prepared by:**



**April 2025**

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### Attachments

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## **ACRONYMS AND ABBREVIATIONS**

ANR	ANR Pipeline Company
BMP	Best Management Practice
CS	Compressor Station
CWA	construction work area
EI	Environmental Inspector
ICC	Illinois Commerce Commission
Merjent	Merjent, Inc.
MP	Milepost
MS	Meter Station
Project	Heartland Project

## **1.0 INTRODUCTION**

On behalf of ANR Pipeline Company (ANR), Merjent, Inc. (Merjent) has prepared this Illinois Agricultural Impact Mitigation Plan (Plan) for the Heartland Project (Project), an interstate pipeline project that does not require Illinois Commerce Commission (ICC) approval. This Plan has been developed to prescribe best management practices to minimize or mitigate impacts on agricultural land that may occur due to pipeline construction. Contractors will be required to structure their construction activities to be consistent with this Plan.

### **1.1 PURPOSE AND SCOPE**

The purpose of this Plan is to provide a description of agricultural minimization, mitigation, and restoration methods to be used for Project construction. This Plan applies to all construction activities occurring within areas of agricultural use in Illinois.

In the event of condemnation on any property statements reflecting a mutually agreeable situation are rescinded in lieu of court opinion.

## 2.0 PROJECT OVERVIEW

The Project is located within both Illinois and Wisconsin and proposes the installation of approximately 70.4 miles of new loop pipeline at four distinct locations; the replacement and upsizing of approximately 1.5 miles of existing pipeline; the construction of three new compressor stations (CSs); the modification of one existing CS; the construction of two new meter stations (MSs); the modification of three existing MSs; and the construction or modification of associated appurtenant facilities.

Within Illinois, the following work is proposed. These locations are shown on figures included as **Attachment A**.

- **Pipeline facilities:**
  - Segment PL1: Installation of approximately 49.4 miles of 36-inch diameter pipeline loop next to ANR's existing Line 301 in Kendall, Kane, and McHenry counties.
  - Segment PL2: Installation of approximately 11.4 miles of 42-inch diameter pipeline loop next to ANR's existing Line 100 in Kendall County.
  - Associated, minor aboveground appurtenance facilities:
    - The installation of a new launcher/receiver (LR) at the existing Sandwich CS, along Segment PL-1 near Milepost (MP) 0.0, to be called LR-PL1-1.
    - The installation of a new MLV at the existing valve setting along Segment PL-1 near MP 14.2 to be called MLV-PL1-1.
    - The installation of a new MLV including permanent access road at a greenfield site along PL1 near MP 22.4 to be called MLV-PL1-2.
    - The installation of a new MLV at the existing valve setting along PL-1 near MP 36.2 to be called MLV-PL1-3.
    - The installation of a new LR at the existing Woodstock CS, along Segment PL-1 near MP 49.1, to be called LR-PL1-2.
    - The installation of a new LR at a greenfield site including permanent access road, along Segment PL-2 near MP 0.0, to be called LR-PL2-1.
    - The installation of a new LR at a greenfield site including permanent access road, along Segment PL-2 near MP 11.4, to be called LR-PL2-2.
- **Aboveground facilities:**
  - CS facilities:
    - Construction of the new greenfield Laraway CS in Will County.
    - Construction of the new greenfield Westfield CS in Bureau County.
    - Modifications at the existing Sandwich CS in Kendall County.
  - MS facilities:
    - Construction of the new greenfield Laraway MS within the Laraway CS footprint in Bureau County.
    - Construction of the new greenfield Westfield MS within the Westfield CS footprint in Bureau County.

The construction of Segments PL-3 and PL-4, the construction of one new CS, and the modification of three existing MSs will be located within Wisconsin. The following sections discuss only Project activities within Illinois.

Project construction activities will occur within the defined Construction Work Area (CWA). The CWA represents the total limit of potential ground disturbance for the Project.

### **3.0 AGRICULTURAL RESOURCES**

#### **3.1 AGRICULTURAL LAND**

This Plan applies to all construction activities occurring within areas of agricultural use in Illinois. Agricultural use includes, but is not limited to planted and cultivated land, this includes:

- *Pasture/hay*: areas for livestock grazing or the production of seed or hay crops on a perennial cycle for greater than 20 percent of total vegetation.
- *Cultivated crops*: includes annual crops such as corn, soybeans, and vegetables; or perennially woody crops such as orchards and vineyards, all accounting for greater than 20 percent of total vegetation, including all land being actively tilled.

#### **3.2 ORGANIC FARMS**

ANR is aware of two organic farms along Segment PL-1, both in Kane County, Illinois: one between Mileposts (MPs) 18.2 to 18.7 and another between MPs 24.6 to 25.1.

ANR will work with the landowner and/or the landowner's certifying agent to identify site-specific construction practices that will minimize the potential for decertification as a result of construction activities. Minimization and mitigation measures will be implemented on organic farms, and/or farms with other certifications (e.g., pesticide-free, herbicide-free). ANR will adhere to the following measures during construction, as necessary:

- Identify the locations of these operations within the CWA. A list of these operations will be provided to the contractor.
- Install signage at the boundaries of organic or other certified farms within the CWA to alert construction crews to requirements on these properties.
- Consult with landowners of these operations prior to construction to reach agreement on appropriate and feasible methods required to avoid unintentional applications of prohibited chemicals or materials.
- Do not apply herbicides, pesticides, dust control, or other chemicals to organic or other certified farms that preclude the use of these chemicals.
- Clean construction equipment and materials, including construction mats, prior to entering the CWA within the organic farm. Prior to delivery to the site, EIs will inspect and document compliance in the Contractor Yard or other designated staging area.

- Use of drop cloths during welding and coating activities, as needed per the activity.
- Separation and appropriate storage of topsoil from subsoil.
- Install geotextile fabric, where required, under any gravel or stone used for construction access points or access roads that cross certification areas. Alternatively, use larger class material under top layer of gravel or stone to avoid use of fabric.
- Consult with the landowner prior to the application of seed to ensure seeds are compliant with their farm certification plan.

## **4.0 IMPACT MINIMIZATION AND MITIGATION MEASURES**

ANR will implement the minimization and mitigation measures and practices as described in the following sections.

### **4.1 LANDOWNER COMMUNICATIONS**

ANR will communicate with affected landowners of agricultural land to keep them informed of overall progress, explain mitigation actions, and learn of any additional issues noted by landowners. ANR will provide the anticipated construction schedule to landowners in advance of construction. Additional communications will also be completed prior to mobilization as the construction schedule is more refined, in order to provide landowners at least 30 days notice of mobilization. Prior to the mobilization, ANR will also provide the landowner with a number to contact ANR should the landowner observe unsatisfactory agricultural work. In the event there is a disagreement between landowner tenant with regard to a decision, ANR's obligation will be satisfied by securing an agreement with the landowner.

Prior to construction, ANR will coordinate with each affected agricultural landowner, as applicable, regarding their farm operation. This will include obtaining details on and locations of their current practices, equipment, and improvements used, including but not limited to crop production, access routes, conservation easements, conservation practices, above- and below-ground structures or obstructions (e.g., drain tile, irrigation systems, fencing, etc.), livestock, certified organic lands, manure spreading practices, or other farm practices and technology. Attempts will be made to schedule construction during periods when agricultural activities will be minimally affected to the extent possible, or the landowner will be compensated accordingly.

### **4.2 CROP LOSS AND FEED PAYMENTS**

Crop loss will occur during the construction of the Project, which, depending on the timing of Crop loss will occur during the construction of the Project, which, depending on the timing of construction activities, may include one or two growing seasons. ANR will work with landowners to accept a mutually agreeable crop damage payment to account for crop losses during construction. The value of the crop(s) will be determined by the calculation sheet included within the easement. Crop compensation will be based on the market value at the time of the easement agreement and will be increased if crop prices increase at the time of construction but will not be decreased if crop prices decline at the time of construction.

During construction, dairy farm or livestock operations could be affected by the removal of feed supply within the construction area, resulting in the need to purchase feed off-farm for the animals. ANR will work with each landowner to address and mitigate their concerns and come to an agreement. ANR will compensate any impacted dairy farm or livestock operations for the increased costs associated with the purchase of forage resulting from the reduction of forage from within the Project's construction area. Other compensation measures could include ANR compensating for the cost of boarding an animal off-farm, such as for stabling horses.

### **4.3 CONSTRUCTION MEASURES**

Potential impact on agricultural operations will be identified and appropriate construction impact minimization measures will be implemented. Site-specific practices will vary according to the activities of the farm operator, the type of agricultural operation, the susceptibility of site-specific



soils to compaction, the degree of construction occurring on the parcel, and the ability to avoid areas of potential concern.

#### **4.3.1 Clearing**

ANR will work with each landowner for the cutting of merchantable timber necessary for construction of the Project. ANR will consult with the landowner, and through mutual agreement, determine the disposition of trees prior to tree clearing unless otherwise restricted by local, state, or federal regulations. ANR shall allow the landowner the right to retain ownership of any felled timber that is of commercial or other value to the landowner. ANR shall compensate the landowner for timber that is removed from the property.

ANR will limit clearing of windbreaks to the extent possible without interfering with the safe construction and operation of the pipeline. At no point should felled tree stumps, mulch, or tree debris be used to backfill the trench, buried in the CWA, or mulched to stabilize any portion of the CWA. Timber may be cut and left along the outer edge of the CWA for the landowner's use (if requested), and appropriate space is available, or disposed of. Disposal methods for trees, brush, and stumps include chipping or removal from the CWA. Chipping or mulching will not occur in agricultural areas, unless approved by landowners.

#### **4.3.2 Access**

ANR and the affected landowners shall reach a mutually acceptable agreement on the location of any temporary access roads when needed, including entrance and exit locations, on the respective landowner's property to be used for access to or along the CWA throughout the construction phases of the Project. ANR will attempt to utilize existing farm roads for access to and from the CWA where possible.

In places where temporary access roads are constructed over agricultural land action will be taken to limit compaction, this includes but is not limited to using construction matting, temporarily stripping topsoil, or using geotechnical fabric and rock. However, wetlands located in agricultural lands will not be stripped of topsoil per wetland permit conditions, and construction matting will be used instead, as needed per site conditions.

If temporary roads are constructed on agricultural land and require gravel stabilization, geotextile construction fabric will be installed beneath the imported rock to enhance stability and create a clear separation between the rock and the subsoil. All temporary roads will be designed by ANR to avoid disrupting surface drainage and will be built in a way that minimizes soil erosion. No fill material may be placed in wetlands or streams without first obtaining the necessary approvals or permits from the appropriate local, state, and/or federal authorities. Once construction is complete, temporary roads may remain in place if mutually agreed upon by the landowner and ANR, unless restricted by applicable regulations. If the roads are to be removed, the CWAs where the roads were built will be returned to their original use and restored to preconstruction conditions.

At construction entrances, larger stone or gravel may be used as tracking control. Gravel will be placed atop geotextile fabric for effective removal of the gravel. With these measures, it is not anticipated that topsoil intermixing will occur at construction entrances.

### 4.3.3 Grading and Trenching

During construction, topsoil up to 12 inches in depth will be segregated and stored in such a manner that it shall not become intermixed with subsoil. Appropriate BMPs will be utilized to ensure that soil mixing of the segregated topsoil does not occur. Topsoil that will be or is expected to be stockpiled in areas where earth-disturbing work has temporarily ceased shall be protected from erosion and weed infestation by applying a stabilization measure such as temporary seeding per regulatory requirements.

Following the removal of topsoil, the subsoil will be removed from the trench. In some areas, only one layer of subsoil may be present in the trench, resulting in a two-lift soil handling method (i.e., topsoil as the first lift and the one layer of subsoil as the second lift). However, in some areas, two layers of subsoil may be present in the trench, resulting in a three-lift soil handling method (i.e., topsoil as the first lift, the upper subsoil layer as the second lift, and the lower subsoil layer as the third lift). With either soil handling method, subsoil material that is removed from the trench will be placed parallel to the pipeline trench that is separated from the topsoil spoils and separated by the different subsoil layers (when the three-lift method is applied).

Prior to the start of construction, ANR will prepare a list of locations of agricultural soils that are a candidate for the three-lift soil handling method. ANR will create this list utilizing the Three Lift Soil Handling Decision Key, provided as **Attachment B**, and will provide the list of candidate soils locations to the EI and Contractor prior to construction. Conducting this evaluation will assist with preconstruction planning to ensure adequate CWA is made available for necessary spoil storage. ANR will implement the three-lift method when determined to be required per site specific conditions and landowner requests.

Where evidence that weed growth on stockpiled topsoil could present a problem to adjacent cultivated fields is observed, herbicide may be necessary prior to topsoil replacement. ANR will obtain permission from landowners prior to the use of herbicides. If ANR is permitted to spray the topsoil pile with herbicide, the landowner will be consulted in regard to the choice of herbicide to be used, taking into account their preference for cover crop and plans for the next year's crop. If any herbicide spraying is completed, it will be done by a state-licensed applicator.

Unless otherwise arranged with or agreed to by a landowner, the trench shall be backfilled in an order and manner that corresponds to the original profile; that is, subsoil (lower layer first followed by upper layer when the three-lift method is applied), followed by the segregated topsoil. When backfilling the trench, respective soil material (subsoil layer[s] and topsoil) shall be returned to the trench such that it matches that of the adjacent, original, soil profile.

On agricultural land where the materials excavated during trenching are insufficient to meet backfill requirements, no soil from adjacent agricultural land outside of the CWA shall be used as either backfill or surface cover material. Under no circumstances will any topsoil materials sourced from the CWA be used for pipe padding material or trench backfill below the topsoil horizon. In situations where imported soil materials are employed for backfill on agricultural lands, such material shall be of similar soil type, texture, and quality to the existing soils on site. Imported soils should be free from noxious weeds and other pests to the extent possible.

#### **4.3.4 Crowning**

Trench crowning up to 12 inches shall occur during backfilling operations to allow for trench settling. Due to the increased elevation of the crown compared to the rest of the CWA, surface drainage across the trench may be hindered until the crown has settled completely, anticipated after one freeze/thaw cycle; however, surface drainage should not be permanently blocked or hindered in any way. Adding additional soil to the crown over the trench in excess of that required for settlement will not be permitted. Temporary BMPs will be installed to manage any erosional issues caused by crowning.

In areas where minor trench settling occurs after topsoil spreading, land leveling or imported topsoil may be used to fill each depression, except in wetland areas. Subsoil is not rooting material and should never be spread over the CWA. Any excess subsoil that exceeds the level of the adjacent soil profile after backfilling shall be hauled off the CWA and disposed of properly.

The purpose of soil restoration is to ensure that soil strata are replaced in the proper order, de-compacted, and that rock content of at least the top 12 inches of soil is not increased. Excess subsoil and rock will be hauled off-site or left on site, if preferred by the landowner. ANR will discuss rock and excess soil disposal with the landowner and obtain their permission for it to be left on their property. If left on their property, ANR will consult with the landowner to determine acceptable disposal location(s) on the property. Heavy equipment will not be allowed to cross those agricultural areas that have been de-compacted and restored.

#### **4.3.5 Dewatering**

Groundwater or stormwater runoff may accumulate in the trench during construction activities. If trench dewatering is necessary to complete the installation of the pipe, the Contractor will pump the discharge through a sediment filter bag or a straw bale dewatering structure in such a manner that prevents the flow of heavily silt laden water into wetlands or waterbodies. The contractor and/or EI will identify dewatering discharge areas that minimize impacts to sensitive resources, including agricultural land.

The Contractor will use a floating suction hose, or other similar measures, to elevate the intake from the bottom of the trench and reduce the potential for capturing heavy sediment-laden trench water to be discharged. The Contractor will direct water to well-vegetated upland areas when available, and discharge at a rate to promote filtering and infiltration into the ground. The EI will work with the Contractor to select suitable dewatering operation discharge sites that minimize runoff into waterbodies or wetlands. The Contractor may use multiple filtering mechanisms (e.g., geotextile bag within a straw bale dewatering structure), where necessary to achieve appropriate discharge water treatment.

Dewatering operations will be monitored to ensure that discharge rates and sediment loads do not exceed the capacity of the dewatering device. Dewatering activities will not deposit gravel, sediment, or other debris into fields, pastures, wetlands, waterways, or sensitive resources. Where conditions necessitate dewatering outside of the CWA, landowner concurrence will be attained.

#### 4.3.6 Decompaction

Decompaction of the subsoil will only be done when the subsoil condition is friable/tillable in approximately the top 18 inches of the subsoil profile, using the Atterberg Field Test as guidance, provided as **Attachment C**. The EI may recommend to ANR specific locations for the decompaction of the subsoil in locations where soils appear to be either predominantly wet or in low lying areas where water ponding has occurred due to the “trench effect” as a result of topsoil removal. In these cases, ANR may consult with the landowner to determine the appropriate decompaction needs.

Equipment that can be used for soil decompaction may include a v-ripper, chisel plow, paraplow, or equivalent. Typical spacing of the shanks varies with equipment but is typically in the 8- to 24-inch range. The normal depth of tillage is approximately 18 inches. The type of equipment used and the depth of rip may be adjusted as appropriate for different soil types or for a deeply and severely compacted area.

Subsoil compaction will normally be alleviated with three passes of the decompaction equipment. Multiple passes refers to the implement passing over the same soil band; that is, three passes of a 10-foot-wide implement will treat a 10-foot-wide band of soil, not a 30-foot-wide band. Passes will be made in multiple directions. This can be achieved in the narrow areas by having the implement weave back and forth across the area being ripped.

The segregated topsoil will be replaced and should be uniform across the CWA width. Rubber-tired motor graders may be used to spread and level topsoil to address unevenness in the field. In areas where minimal tillage, no-till, or level-land farming practices are employed, a tracked machine will be required to establish final grades.

Decompaction through the topsoil may be necessary if the subsoil and/or topsoil are compacted during topsoil replacement activities. A penetrometer will be used to determine if additional decompaction is necessary through the topsoil. Replacing the topsoil or de-compacting through the topsoil may free some rocks and bring them to the surface. The size, density, and distribution of rock remaining on the construction area should be the same as adjacent areas not disturbed by construction. Excessive amounts of rock and oversized stone material shall be determined by a visual inspection of the CWA. Results shall be compared to portions of the same field located immediately adjacent the CWA. Included in the determination of relative rock and large stone content is the CWA's condition subsequent to tillage and the relative concentration of such materials within the CWA as compared to off the CWA.

If previous decompaction efforts create an uneven surface prior to topsoil replacement, the subgrade may be leveled utilizing low ground pressure equipment to ensure topsoil is spread uniformly over the CWA.

#### 4.3.7 Final Grade

Agricultural land impacted by the Project will be restored to preconstruction conditions and left in a condition that will facilitate future agricultural use, provide for proper drainage, and prevent erosion. Ruts will be repaired, or compensation will be provided as an alternative if the landowner desires. Damage to existing agricultural facilities, such as diversion terraces, grassed waterways, swales, outlet ditches, water and sediment control basins, vegetated filter strips, ditches, roads, and other features of the land, will be restored to pre-construction conditions.

#### **4.3.8 Clean Up**

Once restored, construction areas should not be traversed by unnecessary equipment traffic. All construction related debris, including waste generated by the construction crews, will be removed from the landowner's property and disposed of appropriately. Final cleanup includes installation of permanent erosion control measures, if necessary, and disposal of construction debris and will be completed as soon as practicably possible (weather permitting). If final cleanup is delayed, temporary erosion controls will be installed as necessary.

#### **4.3.9 Revegetation and Seeding**

Seeding will not be completed in cultivated croplands unless requested by the landowner. In the event ANR completes the seeding activity, the application will be completed in accordance with FERC Plan and Procedures and applicable permits and approvals. Seeding will occur following final cleanup, weather permitting.

#### **4.3.10 Wet Conditions**

Except as provided below or as otherwise expressly permitted by the landowner, construction activities are not allowed on agricultural land when wet conditions exist and normal farming operations, such as plowing, discing, planting, or harvesting, cannot take place due to the increased risks for erosion, rutting, and compaction. Wet conditions are to be determined at the time the planned construction activity is to take place on a field-by-field basis and not for the Project as a whole. In the event topsoil is stripped, work may continue during wet conditions. The following are activities that may occur in wet conditions:

- Construction activities may occur on existing stabilized surfaces that are not at risk for rutting or compaction (e.g., rocked, paved surface or where topsoil has been removed) at the discretion of ANR.
- Construction activities on unprepared surfaces will be done only when work will not result in rutting, erosion, or compaction. If low ground pressure equipment or weight dispersion material such as construction mats are used, they must also not cause rutting, erosion, or compaction. Determination as to the acceptable work activities and the potential impacts on the agricultural land will be made in consultation with the Environmental Inspector (EI).
- The EI has the authority to stop work on any and all spreads experiencing wet conditions.

#### **4.3.11 Winter Conditions**

If work is conducted during winter conditions, ANR will follow the practices and procedures outlined in the Winter Construction Plan included as Attachment D.

### **4.4 AGRICULTURAL PRACTICES AND IMPROVEMENTS**

Existing agricultural facilities, such as diversion terraces, grassed or lined waterways, outlet ditches, water and sediment control basins, and vegetated filter strips, damaged due to construction activities will be restored to preconstruction conditions. Photographs and elevation

surveys will be taken as necessary prior to construction activities at the site to ensure final restoration is satisfactory.

#### **4.4.1 Livestock, Fencing, and Cattle Passes**

Prior to construction, ANR will consult with landowners to identify any livestock operations and grazing areas that could be affected by construction, and implement measures to minimize these impacts.

Prior to construction, ANR will work with landowners to determine if fences may be in the way of access for construction equipment. If necessary, existing fences may be removed and temporary fencing will be installed, in consultation with the landowner.

Where temporary fencing is used, ANR's contractors will be responsible for closing any necessary gates they open throughout the workday. If livestock enter the CWA, the landowner will be notified. ANR, their EIs, and their contractors will work with the landowner to remove the animal.

Existing fence crossings removed due to construction activities will be repaired. Following construction, any temporary gates and fences installed for use by construction crews will be removed, unless the landowner approves otherwise. Permanent fences will be restored per consultation with landowners.

#### **4.4.2 Manure Management (Biosecurity)**

Biosecurity refers to the implementation of measures to protect a farm operation from the introduction and spread of disease and pests. Manure may be present in pasture areas and/or spread in cultivated fields. Prior to construction, ANR will work with landowners to identify pastureland and cultivated fields that utilize manure fertilization. ANR may implement the following measures during construction:

- Negotiate with the farmland owner/operators to avoid the spreading manure over all areas within the proposed construction area prior to construction.
- Attempt to identify the locations of these operations where livestock and/or manure may be present within the CWA before work starts so arrangements can be made for them to be moved. Landowners will be compensated as needed if accommodations need to be made to relocate the livestock.
- If manure is encountered the contractor should remove as much manure as possible from construction equipment and materials, including construction mats, after leaving an area with manure present, before entering another property or wetlands or waterbodies.
- Construction staff should avoid contacting manure by utilizing the proper personal protective equipment and other hygiene methods.

#### **4.4.3 Irrigation Systems**

If the CWA intersects an operational (or soon to be operational) irrigation system, ANR and the landowner will establish a mutually acceptable amount of time that the affected irrigation systems

may be taken out of service during construction. If, as a result of pipeline construction activities, an irrigation system interruption results in crop damages, either on the CWA or off the CWA within the irrigation system's range, ANR shall reasonably compensate the landowner for all such crop damages. If practical, temporary measures may be implemented to allow an irrigation system to continue to operate across land on which the pipeline is also being constructed, so long as the irrigation system does not create drainage, erosion, or pollutant discharge issues in or across the CWA. Any damage to an irrigation system caused by construction will be repaired as soon as reasonably possible, or compensation provided.

If the Project were to result in the need for reconfiguration of the system and/or equipment (e.g., the need for permanent relocation, disruption of a well, disruption of the connection from a well to the center pivot), ANR will work with the landowner to provide reasonable compensation.

#### **4.4.4 Drain Tile**

Prior to construction, ANR will request details of the location of drain tiles from each landowner. ANR shall record the GPS location of all identified drain tile lines, including those identified by the landowner and those identified or damaged and repaired during construction or other phases of the Project. ANR shall also mark the physical locations of the identified drain tile lines with stakes or flags prior to construction to alert construction crews of their presence. Markers identifying drain tile locations are to remain in place until restoration is complete or the tile lines are repaired.

If a drain tile is damaged or severed during construction, it will be repaired to ensure it functions properly at the point of repair and maintains long-term usability. Temporary repairs using solid tubing may be installed to allow for continued drainage during construction, or a permanent repair may be made immediately.

Prior to backfilling, the drain tile will be temporarily or permanently repaired, as the backfill schedule allows. Permanent repair will occur as soon as possible, based weather, soil conditions, and drain tile contractor availability permitting. Typical figures depicting drain-tile repair are also provided as **Attachment C**.

If water is flowing through damaged tile line, ANR shall use best efforts to immediately temporarily repair the damage tile until such time that permanent repairs can be made by a local, licensed, contractor. If the damaged drain tile-lines are dry and water is not flowing, temporary repairs are not required, if the permanent repairs can be made within 30 days of the time damage occurred or before the next forecasted rain event, whichever is sooner. These exposed tile lines shall be screened or otherwise protected to prevent the entry of foreign materials, small mammals, etc. into the tile lines until permanent repairs are made.

All permanent drain-tile line repairs will be made within 30 days of the pipeline being laid in the trench on the landowner's property, weather, soil conditions, and drain tile contractor availability permitting. ANR shall notify the landowner in writing if permanent repairs to drain-tiles are expected to deviate from the 30 days. Alternatively, ANR may compensate the landowner to complete the permanent repair themselves or with their preferred drain-tile contractor.

Before completing permanent drain-tile repairs, all tile lines shall be probed or examined by other suitable means on both sides of the trench for their entire length within any work areas to check for tile that might have been damaged by vehicular traffic or construction equipment. If tile lines

are found to be damaged, they will be repaired so they operate as well after construction as before the construction began.

Following completion of the Project, ANR shall be responsible for correcting all drain-tile line repairs that fail due to pipeline construction, provided those repairs were made by ANR. ANR will not be responsible for tile line repairs that ANR pays the landowner to perform.

If there is a concern for damages to the drain tile as a result of equipment and vehicle traffic along temporary access roads, weight dispersion equipment and/or material such as mats should be used.

## **5.0 INSPECTION**

To support on-site inspection and monitoring of agricultural areas, ANR will assign one or more Environmental Inspectors (EIs) to the Project. These individuals will work closely with ANR's Construction Manager to address any issues that arise during construction.

EIs will be qualified professionals with expertise in both biological and agricultural resources. Their knowledge of agronomy and soil conservation will enable them to serve in a dual role, also acting as agricultural inspectors throughout the duration of the Project.

The EI will be thoroughly familiar with the following:

- This Plan;
- All other ANR and Project Plans and Procedures;
- Pipeline construction sequences and processes;
- Midwest soils agricultural operations and activities;
- Midwest drain-tile operations;
- Effects of construction on agricultural soils as they relate to crop yields
- BMPs for erosion and sediment control; and
- Erosion control permits obtained for the Project.

The EI shall also possess the following:

- Good oral and written communication skills, and the ability to work closely with ANR construction management and Project contractor(s); and
- At least 2 years of experience in an agricultural setting, working in some aspect of production agriculture or farm operations.



## **6.0 MONITORING**

ANR shall be responsible for monitoring the Project from mobilization through final stabilization and restoration. During construction and restoration, the EI's role is to monitor the implementation of this Plan to avoid negative impacts on agricultural lands by advising the Construction Manager or appropriate ANR representative, in the event unsatisfactory construction methods are being used. The EI will have access to all work areas in agricultural lands, and will travel between various construction activities in agricultural lands and spot-check construction operations. If the EI discovers actions that do not appear to meet the Plan requirements, they will advise the contractor to make corrective actions, and may stop work at that location if necessary and will immediately contact the Construction Manager to remediate the site-specific restoration action, if needed.

EI's shall conduct inspections per the FERC Plan and Procedures, this includes inspecting and ensuring the maintenance of temporary erosion control measures at least:

- a. on a daily basis in areas of active construction or equipment operation;
- b. on a weekly basis in areas with no construction or equipment operation; and
- c. within 24 hours of each 0.5 inch of rainfall;

These inspections will be completed until restoration is complete. General site conditions to be monitored during this period include but are not limited to topsoil thickness, relative content of rock and large stones, trench settling, crop condition, surface and subsurface drainage (observation of sinkholes or tile effluent), erosion, and repair of severed fences.

Following construction, ANR shall conduct bi-annual inspections for up to three years or until final stabilization and restoration are achieved. ANR shall maintain an EI on at least a part-time basis through this period. During this phase, the EI shall identify any remaining impacts associated with the pipeline construction that need to be addressed to return the CWA to preconstruction conditions and achieve final stabilization and restoration. Areas exhibiting significant crop growth differences on the CWA compared to that immediately off-CWA will be logged. Any problems or concerns shall be identified through monitoring of all areas along the CWA via onsite and/or drone inspections and through information received from respective landowners.

After completion of the monitoring phase, ANR shall continue to respond to the reasonable requests of the landowner to correct project related impacts on the agricultural resources.

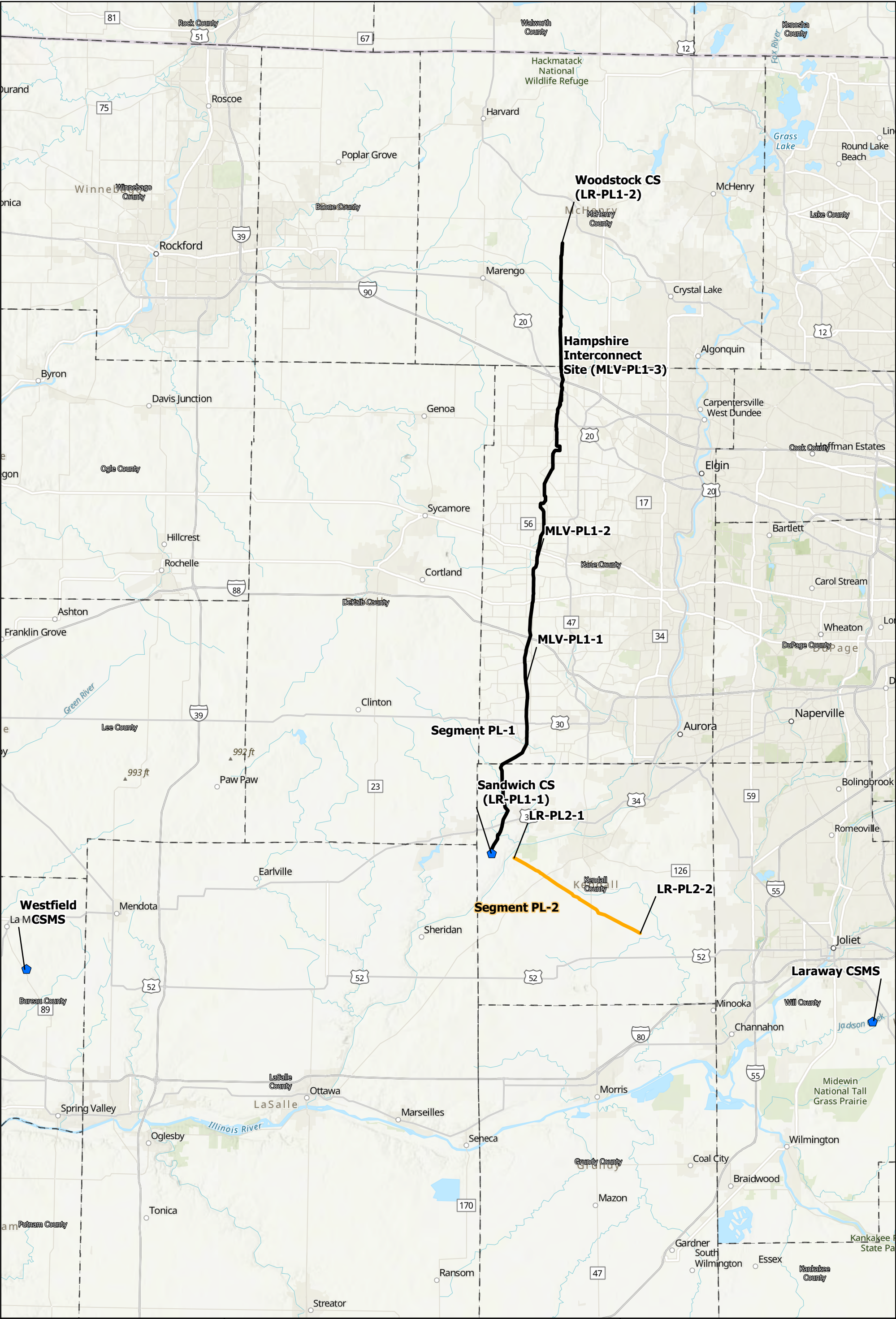
### **6.1 MONITORING DURING OPERATION**

Maintenance of TC Energy's ROWs is an ongoing process, which is governed by TC Energy Policy, certificate and permit conditions, as well as landowner agreements. ROWs are generally maintained by mowing or other mechanical means. On FERC-certificated pipelines, vegetation maintenance or clearing in upland areas within the full width of the permanent easement will not be done more frequently than every 3 years. However, to facilitate periodic corrosion and leak surveys, a corridor not exceeding 10 feet in width centered on the pipeline may be maintained annually in an herbaceous state. TC will also monitor the easement for signs or subsidence.

After final restoration is complete and while the pipeline is in operation ANR shall patrol the pipeline per regulatory requirements to detect erosion of the top cover. Whenever the loss of

cover due to erosion creates a safety issue or whenever the amount of top cover is less than the preconstruction depth, ANR shall take corrective action.

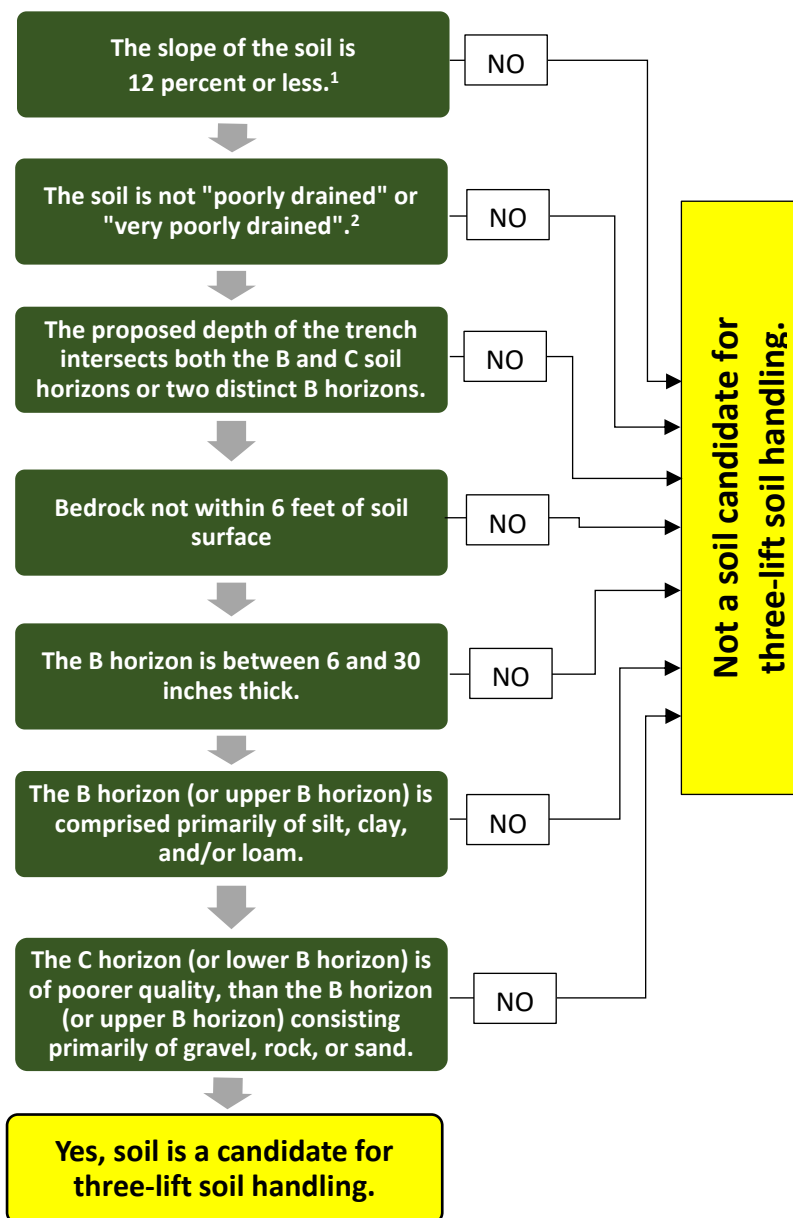
**Attachment A**  
**Project Map**



**Attachment B**

**Three Lift Soil Handling Decision Key**

This key is applicable to soil profiles with distinct B and C horizons or alternatively to soil profiles with distinct upper and lower B horizons.



1. Soils with a slope greater than 12 percent are Class IV soils, likely to be eroded with shallow topsoil, and marginally suited for crop production. As such, they are unlikely to meet the criteria for soils that would benefit from three-lift soil handling.

2. Poorly drained soils tend to be too wet to use three-lift soil handling successfully. They are also likely to be deep soils.

**Attachment C**  
**Atterberg Field Test**

### **Atterberg Field Test**

Purpose: To determine when soil is suitable for tillage operations.

Process: The Agricultural Inspector will determine the soil's consistency using the following:

1. Pull a sample soil plug at the maximum depth to be tilled, or from within the topsoil pile.
2. Roll a portion of the sample between the palms of the hands to form a wire with a diameter of one-eighth inch.
3. The soil consistency is:
  - a. Tillable if the soil wire breaks into segments not exceeding  $\frac{3}{8}$  of an inch in length.
  - b. Plastic (not tillable) if the segments are longer than  $\frac{3}{8}$  of an inch before breaking.
4. This procedure is to be used prior to decompacting the subsoil; on the topsoil pile prior to stripping and stockpiling; on the topsoil prior to replacement; and prior to decompacting through the topsoil.
5. One determination of soil consistency is adequate until the next rain event.



**Attachment D**  
**Winter Construction Plan**



**ANR PIPELINE COMPANY**

**Heartland Project**

**Winter Construction Plan**

**Prepared by:**



**February 2025**

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## ACRONYMS AND ABBREVIATIONS

ANR	ANR Pipeline Company
BMP	best management practice
CS	compressor station
CWA	construction work area
EI	environmental inspector
FERC	Federal Energy Regulatory Commission
FERC Plan	FERC Upland Erosion Control, Revegetation, and Maintenance Plan
FERC Procedures	FERC Wetland and Waterbody Construction Mitigation Procedures
HDD	horizontal directional drill
MS	meter station
PL	pipeline
Plan	Winter Construction Plan
Project	Heartland Project
TCSB	temporary clear span bridge

## 1.0 INTRODUCTION

ANR Pipeline Company (ANR) is seeking a Certificate of Public Convenience and Necessity from the Federal Energy Regulatory Commission (FERC) under Sections 7(b) and 7(c) of the Natural Gas Act, as amended, for its Heartland Project (Project). ANR is proposing to loop or replace existing pipeline at four distinct locations with 70.4 miles of new pipeline, construct or install new compressor units at four compressor stations (CS), construct and/or modify five meter stations (MS), and construct and/or modify other minor appurtenant facilities in Illinois and Wisconsin.

### Site Names

- Wisconsin Loop Line 3-301 (Segment PL-1)
- Southwest Loop Line 2-100 (Segment PL-2)
- Segment PL-3
- Two River Lateral Loop 2-380 (Segment PL-4)
- Work at the following four CSs:
  - Laraway CS
  - Westfield CS
  - Sandwich CS
  - Pulaski CS
- Work at the following five MSs:
  - Laraway MS (within footprint of the Laraway CS)
  - Westfield MS (within footprint of the Westfield CS)
  - Menasha MS
  - Rochester MS
  - Sheboygan Falls MS
- Work at other minor appurtenant facilities, such as mainline valves and pig launchers/receivers.

In addition to the facilities described above, ANR will also utilize several pipe/contractor yards to support construction activities.

## 1.1 PLAN DESCRIPTION

This Winter Construction Plan (Plan) provides specialized work procedures to be implemented by ANR Pipeline Company (ANR) for the Heartland Project (Project) during frozen wintertime conditions.

Project construction is expected to commence in the second half of 2026, with a target in-service date of November 1, 2027. ANR anticipates active construction will occur over a 9- to 12-month period for pipeline segments and a 15-month construction period for compressor station (CS) and meter station (MS) facilities. For pipeline construction it is anticipated that work would begin in the summer or fall and continue until consistently frozen ground conditions occur, then be suspended until the ground thaws again. Work that may occur during winter months includes construction of the CS and MS facilities and tree felling associated with the pipeline segments.

This Plan shall be implemented in areas where winter is occurring for the Project. Wintertime conditions may include fluctuations of frozen soils, snow and ice, and freezing temperatures. ANR's onsite Environmental Inspector (EI) will review site conditions and historical

trending regional conditions to determine when wintertime weather conditions prevail, and implementation of this Plan is required.

## **2.0 SNOW REMOVAL**

Snow that is removed to maintain suitable working conditions will be limited to the construction work area (CWA) and construction entrances. During wintertime months of active construction, certain portions of the CWA may need to be kept clear of snow to provide safe and efficient working conditions. Snow removal equipment will be contained to the approved CWA and will be stored outside of wetlands when not in use. Private access roads will be maintained in accordance with applicable permit requirements and landowner agreements. ANR will not be responsible for snow plowing or removal on publicly maintained roads.

Measurable snow may be plowed or blown from the CWA using suitable snow-clearing equipment, contingent on ANR obtaining proper landowner consent. In wetlands and other environmentally sensitive areas, the snow will be removed at grade to make the CWA passable. Snow removal may result in minor, incidental surficial scraping of the top layer vegetation. Following snow removal, construction mats may be placed in wetlands to reduce the risk for soil compaction, soil rutting, and the mixing of topsoil with subsoil.

Large accumulations of snow intermixed with excavated spoil piles will be removed to the extent practicable prior to backfilling. Generally, snow will be allowed to melt in place during the spring thaw. Erosion and sediment control best management practices (BMP) will be installed and maintained if appropriate at snow stockpile areas to minimize offsite erosion during snowmelt in accordance with permits and approvals issued for the Project.

## **3.0 GENERAL MITIGATION MEASURES**

### **3.1 ENVIRONMENTALLY SENSITIVE AREAS**

During winter weather conditions, the Contractor and EI will maintain permanent and temporary protective measures (e.g., flagging, fencing, barriers) to designate environmentally sensitive areas. Environmentally sensitive areas may include designated areas such as cultural resource sites, protected species habitat, wetlands, or waterbodies. The EI will confirm these measures have been installed correctly and perform routine inspections as well as inspections prior to and following inclement weather events.

### **3.2 WET WEATHER SHUTDOWN**

Wet weather conditions may be present during the winter construction season as temperatures and precipitation fluctuate. The transitional periods between fall and winter and winter and spring are often characterized by saturated or inundated soils that are susceptible to rutting and soil mixing. Damage to temporary erosion controls may also occur during wet weather conditions. The EI and labor crew will monitor soil conditions and erosion controls. Construction activities will be temporarily suspended if there is potential for significant soil mixing or other damages related to wet weather conditions.

Temporary suspension of activities would be warranted if conditions have a high potential in certain locations to result in soil mixing and/or result in substantial sedimentation or erosion. Construction activities may occur on existing stabilized surfaces that are not at risk for soil compaction, soil rutting, and soil mixing at the discretion of ANR during wet conditions.

The EI in coordination with ANR construction management will have the authority to stop work on spreads experiencing wet conditions, pursuant to protocols to be agreed to in advance of construction by ANR and the EI. In the event topsoil is stripped and rutting does not risk mixing soil horizons that need to be segregated (e.g., topsoil) and work would not result in substantial sedimentation or erosion, work may continue during wet conditions.

### **3.3 SEDIMENT AND EROSION CONTROL MEASURES**

Temporary sediment and erosion control measures will be implemented in accordance with the Federal Energy Regulatory Commission's (FERC) *Upland Erosion Control, Revegetation, and Maintenance Plan* (FERC Plan) and *Wetland and Waterbody Construction and Mitigation Procedures* (FERC Procedures) and permit conditions. Winter weather conditions may prevent installation and use of certain erosion and sediment control BMPs. In situations where snow and/or frozen conditions prevent the use of standard BMPs, alternative BMPs may be implemented to mitigate erosion and sediment migration. For example, compost filter socks or erosion control blankets may be installed on bare frozen ground or snow less than 2 inches deep.

Installed BMPs will be inspected by the EI daily in active construction areas, weekly in areas with no active construction, and all areas within 24 hours of a rain or snowmelt event. Additional BMPs may need to be installed for brief periods of thaw or warmer temperatures if they occur during winter months. The EI will review weather forecasts to anticipate if any brief periods of thawing or snow melt could occur during the winter.

### **4.0 UPLANDS**

In non-frozen conditions, construction activities will be conducted in accordance with the FERC Plan and Procedures and applicable permit requirements. The following alternative methods will be implemented in frozen soil conditions.

Topsoil will be stripped according to the FERC Plan and Procedures, permit conditions, and other construction plans and agreements. Alternatively, ANR may strip topsoil in frozen conditions by ripping with a grader or heavy disc or by using a pavement excavator to pulverize the topsoil and allow for conventional removal. The method of topsoil stripping will be based on site-specific conditions, including depth and extent of frost penetration into the soil, and methods selected will be based on identifying appropriate methods of topsoil removal. The method selected will be the best available for retaining soil and root structure within the excavated topsoil to the extent practicable given the soil conditions. Subsoil excavated from the trench line will be stockpiled separately from the topsoil in the area adjacent to the trench.

Trenching, lowering-in, and backfill operations will be scheduled to minimize the exposure time of excavated spoil material to freezing conditions and to reduce the potential for snow accumulation in the trench. The pipe will be strung, bent, and welded prior to excavation of the trench. Any appreciable accumulations of snow in the trench (generally greater than 6 inches in depth) will be removed prior to installation of the pipeline. Backfilling will occur as soon as practicable after the pipeline is installed in the trench.

In upland areas, the trench will be backfilled with subsoil as described below, and if frozen topsoil cannot effectively be replaced without leaving large voids or an excessively rough soil surface, the frozen topsoil will be stockpiled over the winter for replacement during the following spring or summer.

Stockpiled subsoil will develop a layer of frost penetration, the thickness of which will be dependent on water content, temperature, wind, and snow cover conditions. Prior to backfilling, frozen material will be skimmed off the top of the subsoil pile to provide access to underlying, unfrozen subsoil for backfilling. The unfrozen subsoil material will be backfilled over the pipeline first, followed by the frozen subsoil material. If frozen subsoil exhibits lumps or sharp edges that could damage the coating on the pipeline, ANR construction management in coordination with the Contractor will determine appropriate backfill measures to be implemented. Such measures may include the use of mechanical shakers or grinders to break up frozen subsoil prior to backfilling or, in extreme cases, the use of sand padding around the pipe. If sand padding is used, it will be obtained from an upland or commercial source and used in upland areas only. Sand padding will not be used to backfill within wetlands or waterbodies.

Where topsoil is stockpiled over winter, ANR will stabilize the pile using mulch or other suitable stabilization methods to prevent loss of topsoil during the winter and throughout the spring melt. All mulch will conform to standards set in the FERC Plan and Procedures and applicable permits. Where final grading and restoration cannot be completed due to frozen conditions, the CWA will be left in a roughened condition or equivalent erosion control measures will be employed to reduce the potential for erosion during the spring melt. In upland areas, a slight subsoil crown may be left over the pipeline to account for settling as backfilled soils thaw. If a crown is left over the pipeline, breaks will be installed to allow water to drain across the CWA during the spring melt.

Cleanup activities will be performed once the ground is fully thawed in the spring or summer and the topsoil (and subsoil, if applicable) stockpiled over winter has dried sufficiently to allow it to be worked without causing excessive compaction and/or rutting. The schedule for final cleanup will be determined by ANR based on ground conditions. Cleanup and restoration activities (e.g., final grading, topsoil replacement, and re-seeding) will be conducted in accordance with the FERC Plan and Procedures and applicable permits and approvals.

The potential for soil compaction is minimal under frozen soil conditions; however, ANR will implement measures identified in the FERC Plan and Procedures and applicable permit conditions, where necessary, during final cleanup and restoration activities.

Upland restoration within the CWA may be delayed due to winter weather conditions. If permanent restoration is postponed until after spring thaw, ANR will leave exposed subsoil in a roughened condition to slow the flow of surface water runoff. All excavated areas will be backfilled or protected with safety fencing. ANR will apply mulch or install soil tackifiers to disturbed areas. If seeding occurs, ANR may use higher seeding rates and cold weather and/or dormant seed mixes.

## **5.0 WATERWAY AND WATERBODY IMPACTS**

The following sections include details of waterways and waterbodies located within the Project and the anticipated crossings and impacts to these resources for Project construction. Waterway and waterbody crossings will be completed in accordance with local, state, and federal permits and follow the measures described in ANR's construction plans.

### **5.1 DREDGING**

ANR proposes to use the open-cut trench installation method across waterways and waterbodies (referred to as dredging) for installation of the new and replacement pipe. For



waterbodies and waterways with perceptible flow, this will be accomplished via dam-and-pump or flume crossing methods.

The dam-and-pump crossing method involves installation of temporary dams upstream and downstream of the proposed waterbody crossing location. ANR will typically use sandbags and plastic sheeting to construct temporary dams. Following dam installation, ANR will use appropriately sized pumps to dewater the upstream impoundment and transport the stream flow around the CWA and trench to the downstream side of the work area. Intake screens will be installed at the pump inlets to prevent entrapment of aquatic life, and energy dissipating devices will be installed at the pump discharge point to minimize erosion and streambed scour. Trench excavation and pipeline installation will then commence through the dewatered portion of the waterbody channel. Following completion of pipeline installation, backfill of the trench, and restoration of waterbody banks, ANR will remove the temporary dams and restore flow through the CWA. This method is appropriate for those waterbody crossings where pumps can adequately transfer the stream flow volume around the work area and there are no concerns about the temporary passage of sensitive species.

The flume crossing method consists of temporarily directing the flow of water through one or more flume pipes over the area to be excavated. This method allows excavation of the pipe trench to occur completely underneath the flume pipes without disruption of water flow in the stream. Stream flow will be diverted through the flumes by constructing two bulkheads, using sandbags or plastic dams. Following completion of pipeline installation, backfill of the trench, and restoration of waterbody banks, ANR will remove the bulkheads and flume pipes. This crossing method generally minimizes the duration of downstream turbidity by allowing excavation of the pipeline trench under relatively dry conditions.

Following completion of pipeline installation, excavated bed material will be replaced in its original stratum and elevation upon backfilling, and the bed restored to pre-existing conditions. Larger rocks or boulders moved prior to construction will be replaced in the stream channel within the construction area following backfill of the trench. The banks will be restored to pre-existing conditions and will be stabilized with seed and erosion control blankets. Final grading, seeding, and bank stabilization will be completed no later than 24 hours after backfilling the in-stream trench, weather and soil conditions permitting. Additional details can be found in the Wetland and Waterway Restoration Plan developed for the Project. Following backfill and restoration, the bypass system will be removed and flow through the waterway channel will be restored.

## **5.2 TRENCHLESS CROSSINGS**

In the event trenchless crossing methods, such as horizontal directional drill (HDD) or conventional bore, are used for pipe installation at waterbodies, impacts to waterways and waterbodies are not anticipated. ANR has prepared and will implement a Project-specific HDD Inadvertent Returns and Contingency Plan that describes the procedures to follow in the event of an inadvertent return.

## **5.3 DRIVING ON THE BED**

ANR proposes to complete a one-pass-access through select waterways (referred to as driving on the bed) to facilitate clearing activities. The crossings will be completed during low or no-flow conditions.

## **5.4 ACCESS ACROSS WATERWAYS AND WATERBODIES**

ANR will install temporary bridges to facilitate construction access across waterways and waterbodies. Flume supports are not proposed for the Project. In Wisconsin, all temporary bridges will be clear-span, spanning from bank to bank, with no center-support pilings in the channel. These temporary clear span bridges (TCSBs) will typically consist of a construction mat placed across the feature above the ordinary high-water mark. Wide crossings may require a metal bridge with wood or manufactured decking attached (e.g., use of a railcar, semitrailer, mobile home frame). TCSBs will be placed from the waterbody banks and equipment will not need to work in the waterbody channel to install or remove the TCSBs.

In Illinois, equipment crossings may consist of prefabricated construction mats, rail flat cars, flexi-float or other temporary bridges (prefabricated bridges), or flume installations. At equipment bridge locations, care will be taken to minimize disturbance of the bank and bottom. Typically, equipment crossings are installed during clearing and grading operations and removed after final cleanup and restoration activities.

Bridges will be removed after final cleanup and restoration activities have been conducted. Appropriate sediment and erosion control devices will be installed along the sides and bottom of the bridges, as necessary, to prevent sediment from entering the channel during use. The bridges will be inspected on a regular basis and anchored to prevent movement. Upon bridge removal, waterway and waterbody banks will be restored to pre-existing conditions.

One permanent culvert installation is proposed at the Pulaski CS. All in-stream work will occur during no or low flow conditions to minimize erosion and downstream impacts, and stream diversion techniques such as dam and pump will be used to prevent downstream sediment transport. Culvert design will be certified by an engineer registered in the state of Wisconsin, and culvert sizing will be designed to allow passage of 100-year storm stream flows and align with the natural stream channel. The culvert will be appropriately embedded within the stream channel, and the bed of the culvert shall mimic the upstream and downstream natural streambed.

## **6.0 WETLANDS**

Construction in fall and winter months generally helps to minimize impacts to wetlands because construction will occur outside of the wet (spring and summer) seasons. In winter conditions, frozen soils will provide stability for construction equipment working in the CWA and help prevent sloughing of the pipe trench that could occur in the spring and summer seasons due to saturated conditions. Erosion and sediment control BMPs will be extended across the CWA on the approaches to wetlands prior to the spring runoff; these may consist of silt fence, hay bales, drivable berms, or other equally protective measures.

Summer construction of large diameter pipelines in saturated/standing water wetlands with unconsolidated soils can be difficult and potentially result in greater wetland disturbance, including wider trench widths and extensive rutting/surface disturbance. Constructing across these types of wetlands in the winter can result in fewer impacts. Winter wetland construction is not a common practice in most parts of the United States; however, winter construction is used in northern areas of the United States when site conditions make this the preferred technique for the installation of pipelines in expansive, unconsolidated wetland areas. Heavy construction equipment use and travel within the CWA, which may not be possible in summer conditions due to saturated, unstable soil conditions, can be accomplished in the winter by establishing temporary winter frost/ice roads. These frost/ice roads help provide a safe, stable work surface

for pipeline construction, while helping protect underlying vegetation and upper layers of wetland surfaces from disturbance potentially created during summer construction.

## **6.1 WETLAND CONSTRUCTION**

ANR will use trenchless methods and open-cut trenching methods for wetland crossings. Wetland crossings will be completed in accordance with the measures described in ANR's construction plans and in accordance with federal, state, and local permits.

Wetland crossings will occur in the same manner during winter and non-winter seasons. ANR will minimize the extent and duration of Project-related disturbance on wetlands. Wetland markings will be maintained throughout the winter season. Construction equipment working in wetlands will be limited to that essential for clearing, excavating the trench, removing the existing pipe (abandonment only), fabricating and installing the new pipe, backfilling the trench, and restoration. Equipment will work from construction mats, when needed per site conditions, to reduce the risk for soil compaction, soil rutting, and the mixing of topsoil with subsoil.

If the ground of wetlands is stable and/or frozen, the wetland(s) may be crossed without matting under the discretion of the EI. Ground disturbance will be limited to the areas of excavation for pipe installation. Temporary stabilization, backfilling, and permanent restoration will be completed as soon as practicable and take the least number of days possible. The EI will evaluate site conditions and determine if wetland crossing activities must be delayed due to winter conditions.

Crossing of wetlands will occur in the same manner during winter and non-winter seasons. ANR will minimize the extent and duration of Project-related disturbance on wetlands. Impact minimization and restoration measures have been developed pursuant to requirements of the state and federal wetland and waterbody permit requirements. Throughout the construction process, ANR will follow the FERC Plan and Procedures, construction typical drawings, the Project's Stormwater Pollution Prevention Plan, and stormwater construction permit conditions to avoid or minimize impacts on water quality. Preconstruction grade and vegetative cover will be restored as soon as feasible following construction activities. Post-construction wetland and waterbody restoration will be monitored until preconstruction conditions are restored.

## **7.0 WETLAND AND WATERWAY RESTORATION**

ANR has prepared a Wetland and Waterway Restoration Plan in coordination with applicable agencies. Preconstruction grade and vegetative cover will be restored as soon as feasible following construction activities.

Depending on site conditions, some measures identified in the Wetland and Waterway Restoration Plan may not be feasible during winter conditions. In these cases, ANR will temporarily stabilize all exposed areas, including spoil piles, until site conditions are such that restoration measures can be fully implemented.

If final grading can be completed during winter conditions, ANR will seed the exposed soils of wetlands and waterway banks using dormant/winter seed mixes and seeding procedures described below. Additional final grading may be performed once soils have thawed and conditions allow. BMPs will be maintained until permanent cover has been established.

## **8.0 CONSTRUCTION DEWATERING**

### **8.1 TRENCH DEWATERING**

Trench dewatering in both non-frozen and frozen conditions will be conducted in accordance with applicable dewatering permits. Under frozen conditions, dewatering structures may need to be larger and located further away from the construction area to avoid trench water moving back into the CWA due to low infiltration rates.

### **8.2 HYDROSTATIC TESTING**

ANR will obtain appropriate permits and authorizations prior to discharging hydrostatic test water. ANR will adhere to all permit conditions. Depending on water availability and permit conditions, test water may be drawn from local sources such as waterways, waterbodies, or public water supplies. If test water is sourced locally during winter conditions, ANR will closely monitor test water withdrawal and discharge to minimize impacts to resource quality and waterway flow. Frozen conditions may prevent withdrawal of test water from local sources. If conditions are not favorable for local water withdrawal and/or discharge, ANR may supplementally acquire test water from a municipal source.

## **9.0 SPRING THAW CONDITIONS**

If changes in the Project schedule or ground conditions require construction activities in early spring, the following measures, in accordance with the FERC Plan and Procedures and other applicable permitting requirements, will be implemented to prevent soil mixing, rutting, and compaction:

- The Contractor will work only in well-drained, dry sites and/or frozen areas until conditions improve.
- The Contractor will use equipment best suited to existing ground conditions (e.g., low ground pressure equipment).
- The Contractor will install mats along the travel lane in wetlands where there is potential for rutting to occur to prevent mixing of topsoil and subsoil.
- The Contractor may use frost driving measures, such as snow packing, to increase the load bearing capacity of the ground where necessary to remove equipment from the CWA, but not as a condition to allow construction to continue. The frost driving measures may be implemented in the early morning or evening to take advantage of colder temperatures.
- When ground conditions begin to thaw and only allow for frozen soil conditions early and late in the day, to the extent practicable construction activities will be postponed until evening or early morning to prevent rutting thawing soils.
- If muddy conditions are severe and rutting occurs, work will be suspended until conditions improve. A “rut” is considered a depression that results in topsoil and subsoil mixing. In the event soil mixing is observed from rutting, ANR will stop work and install construction matting or wait until soils dry and allow for work to proceed without rutting.

- In the CWA within wetlands (including cultivated wetlands), construction equipment will work from construction mats to reduce the risk for soil compaction, soil rutting, and the mixing of topsoil with subsoil.
- Work suspension and initiating work again will be coordinated with the Wisconsin Department of Natural Resources' third-party monitor.

## **10.0 FINAL CLEANUP AND RESTORATION**

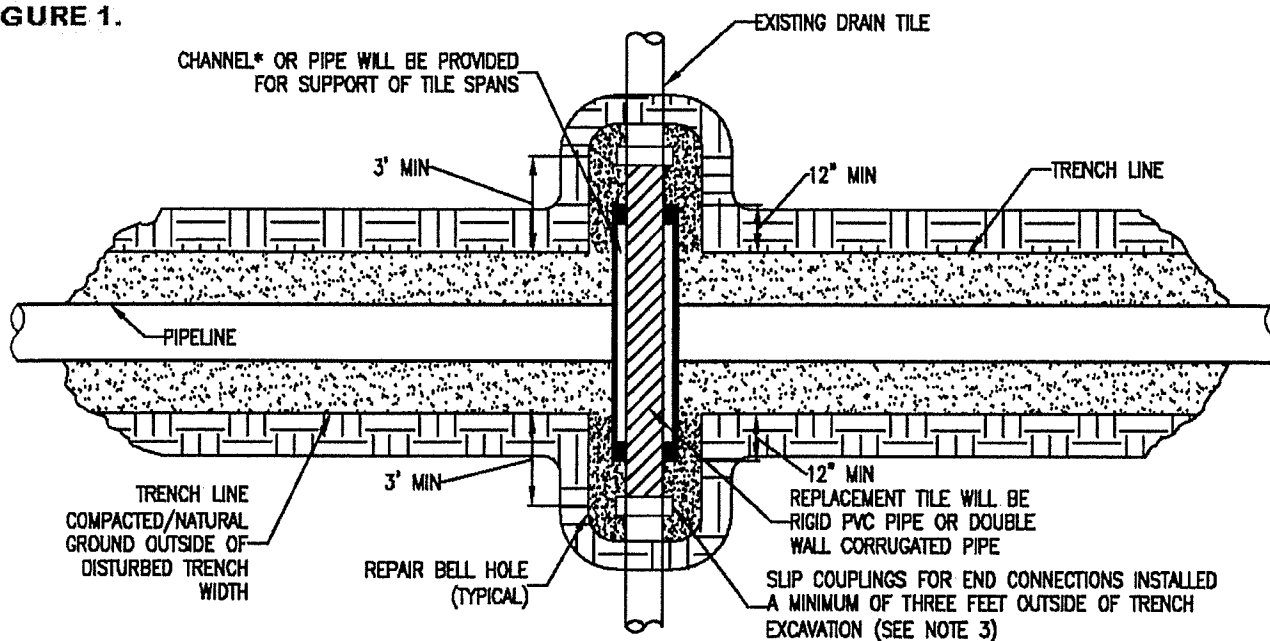
In frozen conditions, final cleanup and restoration (including weed treatments where required, final grading, and seeding) will be deferred to the spring and summer. These activities will be conducted in accordance with the FERC Plan and Procedures and permit approvals.

Special measures will be implemented during final cleanup and restoration if subsidence is identified along the trench line. In areas where topsoil is stockpiled over the winter, the CWA will be re-graded prior to topsoil replacement. Additional subsoil will be placed over the trench line during grading to restore preconstruction contours to the extent practicable. If subsidence has occurred in areas where topsoil is replaced prior to the end of active construction (e.g., in wetlands or in areas where construction occurred during non-frozen conditions), the topsoil will be removed, and the CWA regraded as described above to restore preconstruction contours to the extent practicable.

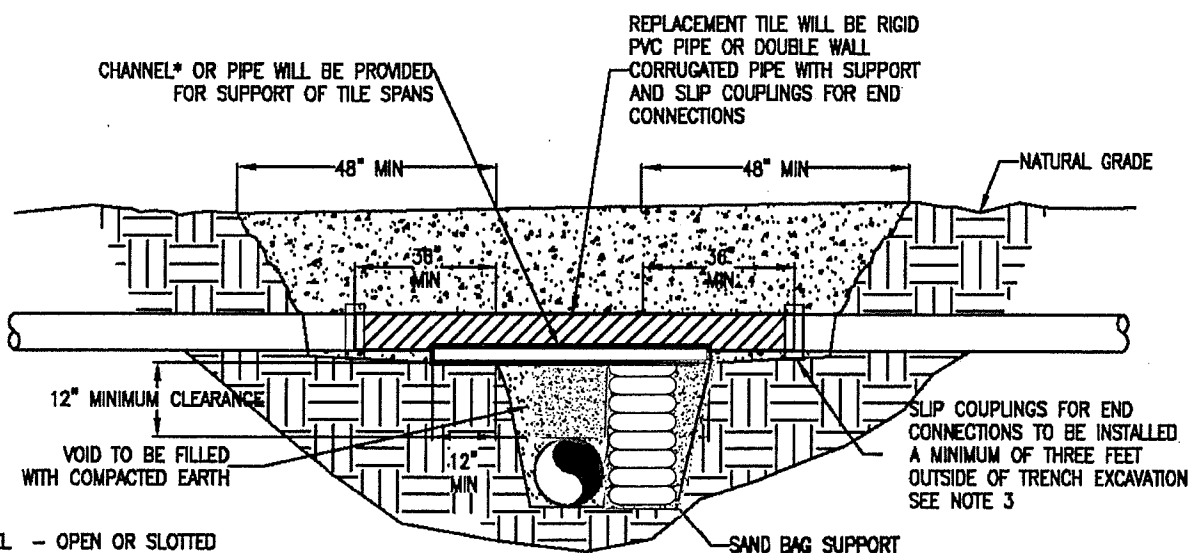
**Attachment E**

**Drain Tile Repair Typical Figures**

**FIGURE 1.**



**PLAN**  
N.T.S.



**CROSS SECTION**  
N.T.S.

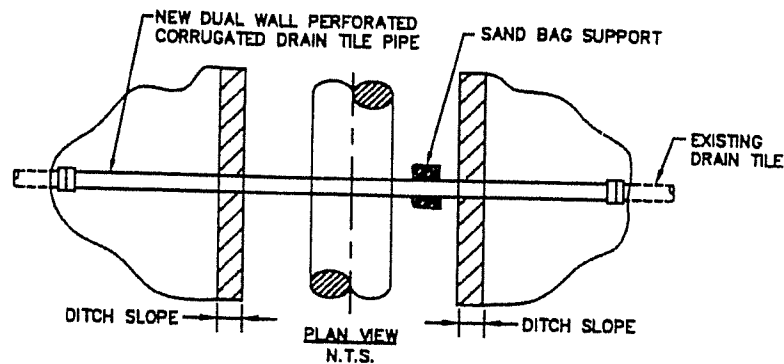
\*CHANNEL - OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

**NOTE:**

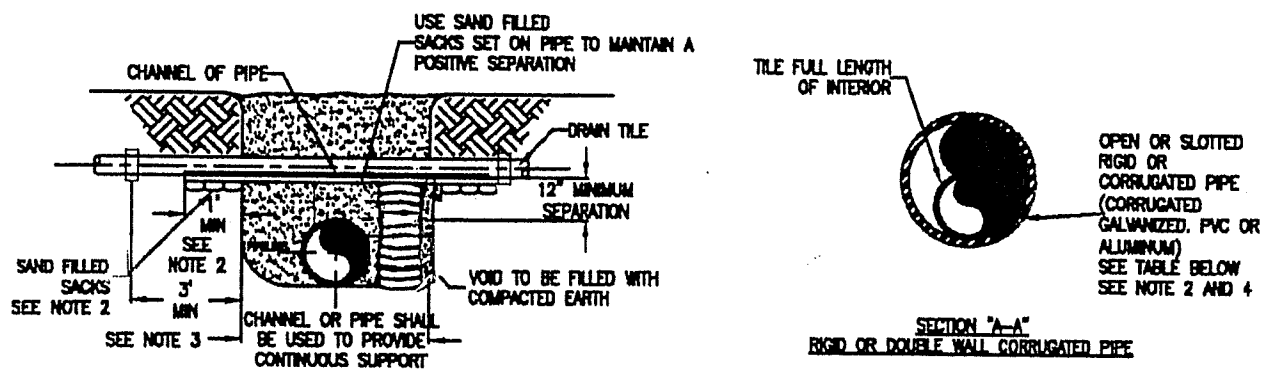
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

## TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



## PLAN VIEW



## END VIEWS

MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE		PIPE SIZE
3"	4" @ 5.4	#11	4" STD. WT.
4"-5"	5" @ 8.7	#11	6" STD. WT.
8"-9"	7" @ 9.8	#11	9"-10" STD. WT.
10"	10" @ 15.3	#11	12" STD. WT.

### NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE Laterally INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

# PERMANENT DRAIN TILE REPAIR



STATE OF ILLINOIS )

SS.

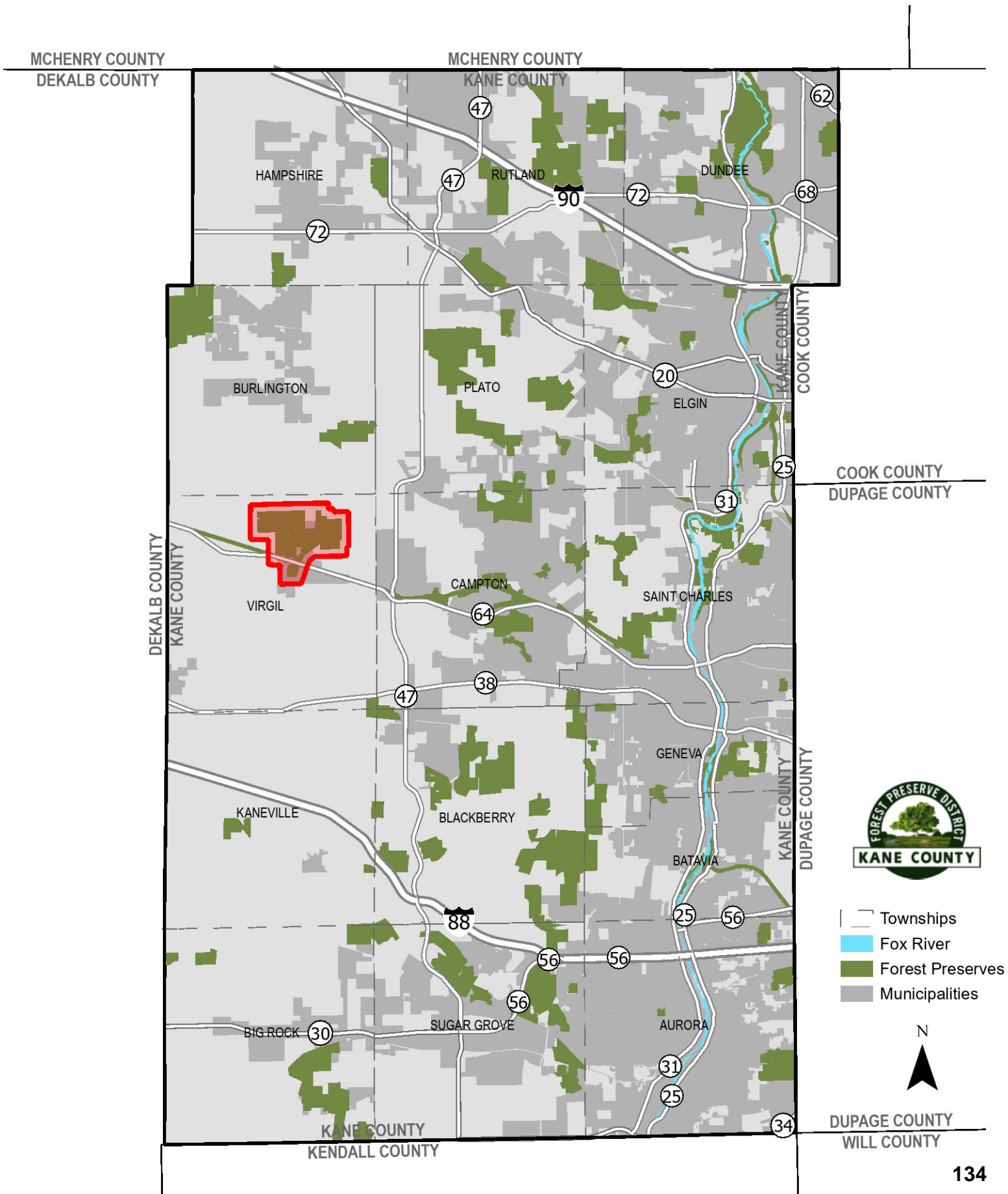
COUNTY OF KANE )

**RESOLUTION AUTHORIZING EASEMENT AND RIGHT OF WAY  
AGREEMENTS WITH ANR PIPELINE COMPANY AT VIRGIL FOREST  
PRESERVE**

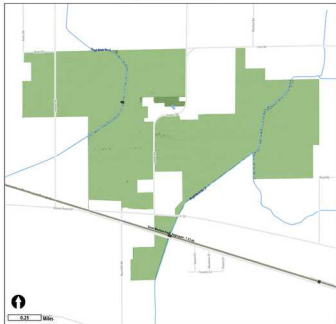
# Virgil F.P.

## County Location Map

Virgil, IL



# Virgil Forest Preserve



Entrance Information



## Map Key



Total Boxes: 1,125  
Total Miles: 0

135

## TCE Pipeline Exhibit - Virgil Forest Preserve



- Impacted Hydric Soils Within Permanent Easement- 4.88 Acres
- ATWS, 3.35 Acres
- Permanent Easement, 4.88 Acres
- TWS, 5.98 Acres
- Forest Preserve
- Creeks
- Water
- Wetlands
- Hydric Soils

**136**



ORIS  
Prepared By: K21

## EASEMENT AND RIGHT OF WAY AGREEMENT AT VIRGIL FOREST PRESERVE

THIS EASEMENT AND RIGHT OF WAY AGREEMENT (this “**Agreement**”), is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **The Forest Preserve District of Kane County**, whose address is 1996 S KIRK RD STE 320, Geneva, IL 60134 (whether one or more, the “**Grantor**”), and **ANR Pipeline Company**, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the “**Grantee**”). Grantor and Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Grantor is the present owner of certain real property being described in that certain Quit Claim Deed, dated 9/27/1977, from Chicago and North Western Transportation Company, a Delaware corporation to The Forest Preserve District of Kane County recorded in the Recorder’s Office for Kane County, Illinois in Document No. 1425940, identified as parcel number **07-14-126-003**, being more particularly described as A strip of land 100 feet in width extending over and across the Southwest Quarter of the Southwest Quarter of Section 5; the Southwest Fractional Quarter, and the Southwest Quarter of the Southeast Quarter of Section 6; the North Half of the North Half of Section 8; The Southwest Quarter of the Northeast Quarter, the South Half of the Northwest Quarter, and the North Half of the Southeast Quarter, of Section 9; the West Half of the Southwest Quarter, the Northeast Quarter of the Southwest Quarter, and the South Half of the Southeast Quarter, of Section 10; The Southwest Quarter of the Southwest Quarter of Section 11; The Southwest Quarter of the Northeast Quarter, the South Half of the Northwest Quarter, and the North Half of the Southeast Quarter, of Section 13; The Northeast Quarter, and the North Half of the Northwest Quarter of Section 14, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Minnesota and Northwestern Railroad Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 5, 6, 8, 9, 10, 11, 13, and 14 (the “**Property**”); and

WHEREAS, Grantee desires the right to use an easement and right of way in connection with the construction, operation, maintenance, removal, or abandonment of Grantee’s Facilities (as defined below), on, over, under and through Grantor’s Property, which easement and right of way is more particularly described in Exhibit A & Exhibit B attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further

consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, an exclusive perpetual easement and right of way to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, remove and/or abandon in place one pipeline and all above and below ground equipment and appurtenances thereto, including, but not limited to, cathodic protection equipment, pipeline markers, underground electric lines, and/or regulators (collectively, the “Facilities”) for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines, on, over, under, across and/or through a strip of land **50 feet** in width, as more particularly described in Exhibit A & Exhibit B (the “Right of Way”) together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of ingress and egress, by pedestrian, vehicle, or equipment, over and across the Property within the easements as described or along any existing roadways through the property.

2. **Temporary Easement Area.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee’s reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as “Temporary Work Space”, “Additional Temporary Work Space” and/or “Staging Area” (collectively, the “**Temporary Easement Area**”) as shown on Exhibit A & Exhibit B for the surveying, laying, constructing of, or other use for the Facilities installed pursuant to the terms herein and all activities incident thereto. Grantee’s rights to the Temporary Easement Area terminate once the original construction of the Facilities has been completed and restored.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such an event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Easement Area to conform to the actual location of the Right of Way and/or Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee’s expense.

4. **Grantor’s Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way and the Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee’s rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee’s exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), (iii) change the depth of cover over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be

operated any heavy machinery or equipment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), nor cause the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Right of Way and Temporary Easement Area, at Grantor's cost, all such encroachments, and clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Right of Way and Temporary Easement Area, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Right of Way and/or Temporary Easement Area of all encroachments and vegetation. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Right of Way and Temporary Easement Area. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way and/or Temporary Easement Area to any third parties without the prior written consent of Grantee.

5. **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

6. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantor has, or may have, to provide natural gas service from any of its pipelines or storage facilities to any and all residences or structures on Grantor's Property.

7. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "**Claims**") arising from personal injury or death or damage to property and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the negligence or other wrongful acts of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims arising from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantor or Grantor's invitees or licensees.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance, or Grantee's exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee's construction, mitigation, and restoration activities within the Right of Way and Temporary Easement Area and the installation, presence, maintenance, ingress or egress to or from, or operation of the Facilities upon the Property. Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the negligence or other wrongful acts of Grantee.

8. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

9. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easements granted herein as a result of Grantee's use of the Right of Way and/or Temporary Easement Area, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Unless already covered by a mutually agreed upon Supplemental Agreement, Grantee shall pay Grantor the same price per acre that Grantee paid Grantor for the Temporary Easement Area.

10. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

11. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

12. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto, and incorporating any mutually agreed upon Supplemental Agreement at Virgil Forest Preserve and/or Release, constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

13. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

14. **Arbitration.** Any dispute or claim arising out of or relating to this Agreement or any Supplemental Agreement and/or Release, or the breach thereof, shall be resolved by three disinterested arbitrators, one to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. The cost of such arbitration will be borne equally by the parties.

15. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

16. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights



conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

18. **Insurance.** Grantee, at its sole cost and expense, shall maintain and keep in effect comprehensive commercial general liability insurance in the minimum amount of \$2,000,000, covering, without limitation, any liability for personal injury, bodily injury (including, without limitation, death) and property damage arising out of Grantee's acts, omissions and use of the Easement Area. All general liability policies of insurance required herein shall name Grantor as an additional insured.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]



## The Forest Preserve District of Kane County

Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
 )SS  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the aforesaid State, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of **The Forest Preserve District of Kane County**, and to be the same individual whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that in such capacity he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

My Commission Expires:

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

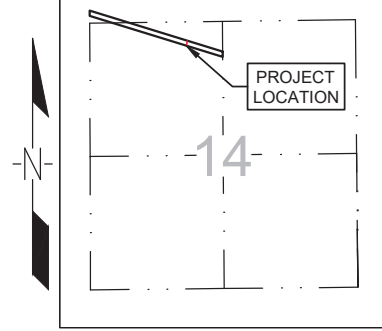
This instrument was prepared by:  
Michele Felts  
Ohio Valley Acquisition, LLC  
210 N. Walkup Ave.  
Crystal Lake, IL 60014

After recording return to:  
Ohio Valley Acquisition, LLC  
210 N. Walkup Ave.  
Crystal Lake, IL 60014

# NOTES

1. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY OF THE GRANTOR'S LAND PURSUANT TO TITLE 68: CHAPTER VII: SUBCHAPTER b: PART 1270 : SECTION 1270.56 OF THE ILLINOIS ADMINISTRATIVE CODE.
2. INFORMATION DEPICTED HEREON IS BASED UPON A FIELD SURVEY TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD INFORMATION PROVIDED BY THE CLIENT.
3. THIS PLAT DOES NOT PURPORT TO SHOW THE LOCATION OF EXISTING EASEMENTS, RIGHT-OF-WAYS OR RESTRICTIONS UNLESS OTHERWISE SHOWN.
4. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED UPON THE ILLINOIS COORDINATE SYSTEM 1983, 2011 ADJUSTMENT: EAST ZONE (US SURVEY FOOT), AS DERIVED BY STATIC GPS OBSERVATIONS TIED TO THE NOAA CORS NETWORK.
5. FIELD WORK COMPLETED JULY 16, 2024.

## EXHIBIT "A" KANE COUNTY, ILLINOIS SECTION 14, TOWNSHIP 40N, RANGE 6E

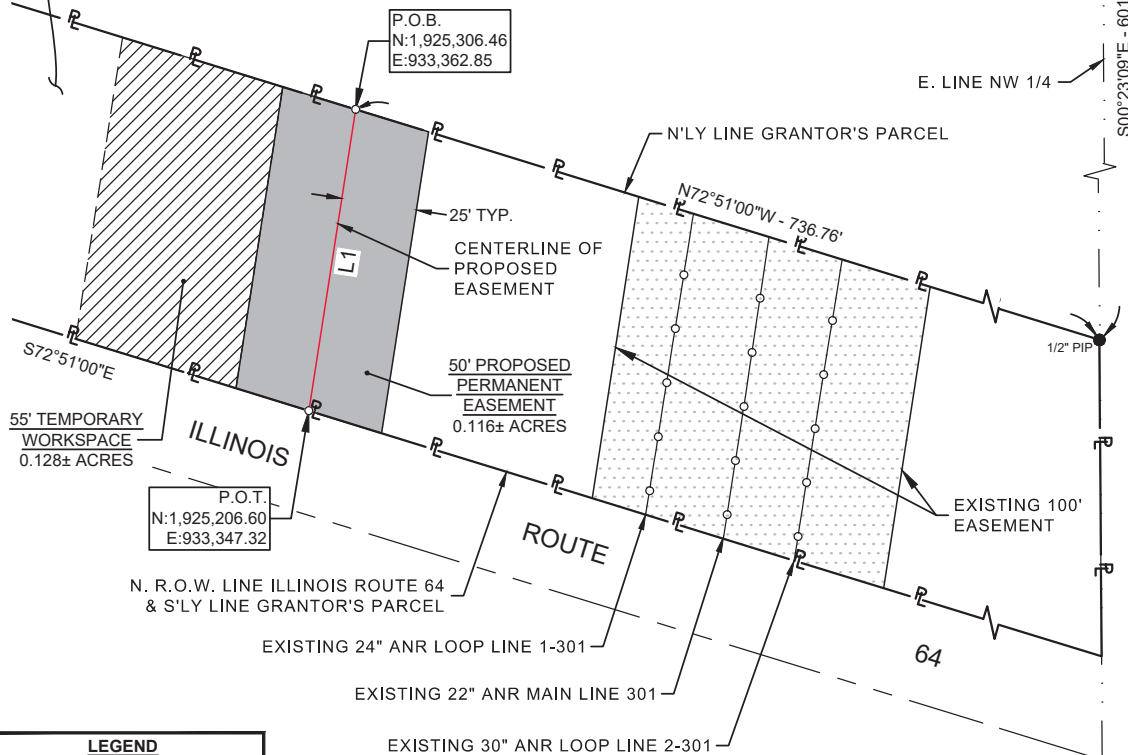


VICINITY MAP  
N.T.S.

**IL-KN-084.000**  
PID: 07-14-126-003  
**FOREST PRESERVE DISTRICT OF  
KANE COUNTY, A BODY POLITIC  
AND CORPORATE  
DOCUMENT NO.  
1425940**

**IL-KN-085.000**  
PID: 07-14-126-001  
CATHY K. DOONAN AND  
STEPHEN J. DOONAN NOT  
INDIVIDUALLY BUT AS  
CO-TRUSTEES OF THE CATHY  
K. DOONAN REVOCABLE  
TRUST NO. 102 DATED  
AUGUST 15, 2017

NE COR. NW 1/4  
SEC. 14-40-6  
P.O.C.  
FND. 1/2"  
PINCHED IRON PIPE (PIP)

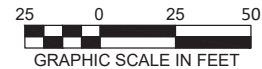


LEGEND	
○ CP	COMPUTED POINT
● MON	FOUND MONUMENT AS DESCRIBED
	EXISTING PERMANENT EASEMENT
	EXISTING PIPELINE
	LINE NOT TO SCALE
	SECTION LINE
	PROPERTY BOUNDARY
	ADJOINING PROPERTY
	CENTERLINE PROPOSED EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.T.	POINT OF TERMINATION
T.W.S.	PROPOSED TEMPORARY WORKSPACE
A.T.W.S.	PROPOSED ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W.	PROPOSED PERMANENT EASEMENT & RIGHT-OF-WAY
T.A.R.	PROPOSED TEMPORARY ACCESS ROAD
P.A.R.	PROPOSED PERMANENT ACCESS ROAD

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S08°50'18"W	101.06'

**TOTAL DISTANCE  
ACROSS PROPERTY**  
101.06 FEET - 6.12 RODS

**TOTAL AREA**  
P.E.R.W.: 0.116 ACRES  
T.W.S.: 0.128 ACRES



I HEREBY STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND CONTROL, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

*Darrell A. Poundstone*  
DARRELL A. POUNDSTONE November 15, 2024  
LICENSED PROFESSIONAL LAND SURVEYOR  
NO. 035-003485 - EXPIRES November 30, 2024

ANR PIPELINE COMPANY

PLAT OF EASEMENT  
FOREST PRESERVE DISTRICT OF KANE  
COUNTY, A BODY POLITIC AND  
CORPORATE

**TRC**  
TRC Pipeline Services, LLC

2087 E. 71st Street  
Tulsa, OK 74136  
(860) 298-6347  
Firm License No.  
184.001811-0010  
www.trccompanies.com

REV#	DATE	DESCRIPTION	DWG BY:	APP BY:	JOB #
A	9/26/2024	ISSUE FOR USE	KP	DAP	548751
			CKD BY: DKD	DATE: 09/26/24	SCALE: 1" = 50'
			DWG #: M.002443-AHP-TRC-A-PLAT-0434		SHEET NO. 1 OF 1

## EXHIBIT "B"

IL-KN-084.000  
KANE COUNTY  
PIN 07-14-126-003

### PERMANENT EASEMENT & RIGHT OF WAY

Part of the Northwest Quarter of Section 14, Township 40 North, Range 6 East of the Third Principal Meridian, being a description of a fifty (50) feet wide Permanent Easement & Right of Way being over, through and across Grantor's parcel of land as described in Document Number 1425940 of the Official Records of Kane County, Illinois, said fifty (50) feet wide Permanent Easement & Right of Way lying twenty five (25) feet on each side of the herein described centerline, the sidelines of said Permanent Easement & Right of Way being lengthened or shortened to meet the boundary lines of said tract and being more particularly described as follows:

**COMMENCING** at a pinched iron pipe at the Northeast corner of said Northwest Quarter; thence South 00 degrees 23 minutes 09 seconds East on the East line of said Northwest Quarter 601.01 feet to an pinched iron pipe at the Northeast corner of the Grantor's parcel; thence North 72 degrees 51 minutes 00 seconds West on the Northerly line of said Grantor's parcel a distance of 736.76 feet to the centerline of a proposed easement, said centerline being the **POINT OF BEGINNING**;

**THENCE** South 08 degrees 50 minutes 18 seconds West on said centerline 101.06 feet to the Southerly line of said Grantor's parcel and the North right-of-way line of Illinois Route 64, also being the **POINT OF TERMINATION** of said centerline and said Permanent Easement & Right of Way, containing 0.116 acres, more or less; together with any related temporary workspace and additional temporary workspace, as shown on Exhibit "A", all situated in Kane County, Illinois.

Bearings, distances and coordinates shown hereon are based upon the Illinois Coordinate System of 1983, 2011 Adjustment: East Zone (US Survey Foot), as derived by static GPS observations tied to the NOAA CORS network, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in July of 2024.

This description was prepared in conjunction with a Plat of Easement (Exhibit "A"), prepared by TRC Pipeline Services, LLC, drawing number M.002443-AHP-TRC-A-PLAT-0434, Revision A, dated September 26, 2024.

Dated this 15<sup>th</sup> day of November, 2024.



Darrell A. Poundstone  
Licensed Professional Land Surveyor  
License No. 035-003485  
Expires: November 30, 2026



**Confidential Supplemental Agreement at Virgil Forest Preserve**

This Confidential **Supplemental Agreement** (“**Supplemental Agreement**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **The Forest Preserve District of Kane County**, whose address is 1996 S KIRK RD STE 320, Geneva, IL 60134, whether one or more, and their heirs, successors and assigns (the “**Landowner**”), and **ANR Pipeline Company**, a Delaware corporation, and its successors and assigns (“**ANR**”), with an address of **700 Louisiana Street, Suite 1300, Houston, Texas 77002**.

**WHEREAS, Landowner and ANR entered into that certain Easement and Right of Way Agreement at Virgil Forest Preserve (the “Agreement”);**

**WHEREAS, Landowner and ANR desire to memorialize certain independent and collateral covenants related to the Agreement in this Supplemental Agreement; and**

**WHEREAS, the Construction Work Area (“CWA”) is defined as the entirety of the Workspaces referenced to and defined in the Agreement, including all Temporary, Permanent, and Staging Workspaces in addition to Access Roads more particularly described and defined in Exhibit A.**

**NOW THEREFORE, in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Landowner and ANR do hereby agree as follows:**

1. **State and Federal Mitigation Requirements.** **ANR** shall follow the construction procedures and mitigation measures on agricultural land identified by FERC in any FERC assessment, authorization, or approval. **ANR** has developed an ***Illinois Agricultural Impact Mitigation Plan***, attached to as Exhibit “A”. This plan has been developed to prescribe best management practices to minimize or mitigate impacts on agricultural land that may occur due to pipeline construction. **ANR** may implement measures in a state-specific plan that are not inconsistent with the construction procedures and mitigation measures identified by FERC.

2. **Miscellaneous.** The terms of the Agreement are incorporated herein by reference and in the event of any conflict between the Agreement and this **Supplemental Agreement**, the terms of this **Supplemental Agreement** shall govern and control. Except for purposes of the construction and enforcement of this **Supplemental Agreement**, the terms and conditions of the Agreement shall remain unmodified. The Agreement, together with this **Supplemental Agreement**, constitutes the entire agreement between **Landowner** and **ANR** with respect to the



subject matter hereof, and shall inure to the benefit of and be binding on the **Landowner's** heirs, successors and assigns and **ANR's** successors and assigns.

3. **Pre-construction assessments.** Prior to the start of construction, **ANR** may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. **ANR** agrees to provide advance notice of its intention to conduct pre-construction assessments and **Landowner** agrees to permit the access needed.

4. **Compensation.** Upon execution of this Confidential Supplemental Agreement and the Agreements, and the Landowner Release and Payment Summary, **ANR** shall pay Landowner a sum of **Two Thousand Five Hundred Ninety Nine Dollars and 60/100 (\$2,599.60)** as the total compensation for (i) acquiring the Right Of Way (ii) pre-paid damages, including but not limited to timber damages, and (iii) temporary workspace, which shall be paid to Landowners within ninety (90) days of execution of this Confidential Supplemental Agreement.

5. **De-Watering.** In the event water pumping from ditch lines becomes necessary, **ANR** may place, at its sole discretion, any appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the **CWA**, as defined in the Agreement. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event **ANR's** de-watering activities create the need for restoration to **Landowner's** land, crops, pasture, etc., **ANR** will provide **Landowner** reasonable compensation to restore such disturbed areas to their pre-construction condition as is nearly practicable.

6. **No-Obstruction.** **ANR** acknowledges and agrees that it shall not unreasonably obstruct Landowner's farm access on the Property nor allow its contractors, agents or employees to unreasonably obstruct the access thereto. **ANR** agrees that its project management staff will remind its project staff of such prohibition and will promptly cause any offending vehicle or equipment to be moved.

7. **General Crossings.** During construction and any subsequent alterations, repair, maintenance, or replacement of the pipeline(s), **ANR** agrees that it shall provide crossings over the **CWA** as may be reasonably practicable so as to permit Landowner, its tenants, livestock, equipment and vehicles the ability to cross such **CWA**.

8. **Landowner's Crossing of Easements.** During construction and any subsequent altering, repairing, removing or replacing of **ANR's** pipeline or the facilities, **ANR** agrees that if requested by Landowner, it will leave earthen plug(s) in the ditch line or otherwise provide crossings along the ditch line as reasonably sufficient to permit Landowner, Landowner's tenants and/or livestock and/or equipment, to cross over the ditch at reasonable intervals.

9. **Restricted Ingress and Egress.** Ingress and egress to the Property shall be limited to the CWA unless specifically permitted by Landowner or in the event of an emergency.

10. **Notification.** Except in emergency conditions, ANR shall attempt to provide a minimum of 120 hours' notice prior to the entry upon Landowner's Property for construction activities. Acknowledgement of receipt of notice is not necessary prior to the entry upon Landowner's Property. To avoid payment of Agricultural Crop Loss, ANR will notify Landowner (8) months prior to planned construction to allow for removal of Agricultural Leases within the CWA. Failure to notify (8) months prior will require additional damages for Crop Loss in accordance with the 'Mitigation Agreement'.

11. **Time Frame/Schedule.** ANR currently anticipates initial project activities to begin in Q3-Q4, 2026 with construction tentatively scheduled for Q1-Q2, 2027 and additional reclamation needs throughout 2028. This time frame may be changed at ANR's discretion. Notification of the final completion shall be communicated to Landowner by an ANR representative upon the project's completion of all of ANR's activities.

12. **Future Restoration.** Grantee agrees to adhere to the Soil Restoration Plan as outlined in Exhibit "B" for any future projects resulting in size change, removal or replacement of the pipeline relating to the Permanent Easement and Right of Way granted in the "Agreement". For standard operation and maintenance program needs, all activities will be in compliance with ANR's current internal standards at the time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the undersigned have duly executed this **Supplemental Agreement** as of the date set forth above.

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **Illinois Agricultural Impact Mitigation Plan: April 2025**

**EXHIBIT “B”**  
**To Confidential Supplemental Agreement**  
**Future Restoration Plan**

The term Grantor herein shall refer to the Landowner and the term Grantee herein shall refer to ANR and each party’s successors and assigns. Such terms may be used interchangeably. The mitigative actions (“Mitigative Actions”) specified in Paragraphs 1 through 13 of this Exhibit “B” will be implemented in accordance with the conditions listed below in Paragraphs A through F.

- A. All Mitigative Actions included in this Exhibit “B”, unless otherwise specified, will be implemented within 45 days of completion of and construction and activities on Grantor’s Property, weather and Grantor permitting. Temporary repairs will be made by Grantee during the construction process as needed to minimize the risk of additional damage that may result from an extended construction time period.
- B. Grantee will implement the Mitigative Actions included in this Exhibit “B” to the extent that they do not conflict with the requirements of any applicable federal, state and local rules.
- C. If any provision of this Exhibit “B” is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of this Exhibit “A” shall be interpreted as if it did not contain the unenforceable provision.
- D. **Restoration of Agricultural/Prime Farm Land.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense for crop loss and restoration.
- E. **Restoration of Turf Areas.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Seeding Mixtures: Seed for turf restoration shall be Class 1 (Lawn Mixture) and Class 4 (Native Grass) mixtures or Owner approved alternate.
- F. **Restoration and Seeding of Restored Prairie.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Mesic Prairie Seed Mix – **Appendix C**; or Owner approved alternate.

**DEFINITIONS**

When used herein:

“Agricultural Land” means land used for cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag. related facilities, feedlots, livestock

confinement systems, land on which farm buildings are located, and land in government set-aside programs.

“Cropland” means land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland but is currently in a government set-aside program.

“Pipeline” means and includes any pipelines installed, maintained or repaired pursuant to the terms of the Agreement and any pipe cross section in accordance with approved engineering plans and its related appurtenances and associated facilities, to be certificated for construction and operation in accordance with the Grant.

“Prime Farmland” means Agricultural Land comprised of soils which are defined by the USDA Natural Resources Conservation Service as being “Prime” soils (generally considered the most productive soils with the least input of nutrients and management).

“Restored Prairie” means and includes land that has been intentionally restored or is in the process of being restored to its pre-agricultural condition.

“Right-of-Way” means and includes the permanent easement conveyed to Grantee by Grantor.

“Turf Area” means and includes land that has been intentionally converted to a short grass surface.

1. Pipe Depth.

- a) Except for above-ground piping facilities, the Pipeline(s) will be buried with:
  - (1) a minimum of 2 feet of top cover where it crosses Cropland or pastureland comprised of Prime Farmland,
  - (2) with a minimum of 2 feet of top cover where it crosses wooded brushy land, and
  - (3) any above ground equipment shall be set at finished grade.
- b) Except as otherwise provided herein, in no instance will Grantee allow the amount of top cover over the Pipeline(s) to be less than 18 inches as a result of natural erosion.

2. Topsoil Replacement.

- a) The topsoil will be removed to a depth of thirty-six inches (36") or the actual topsoil depth, whichever is less, in the ditch line or trenched area. All other workspace areas, whether temporary or permanent, shall be stripped of no more than twelve inches (12"). Topsoil shall be piled and stored separately

from all other soils and be retained in a condition for replacement to the area or areas from which it was removed. In no event shall any topsoil be removed from Grantor's Property.

- b) All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile.
- c) In backfilling the trench, the stockpiled subsoil material will be placed back into the trench first unless civil engineering requires stone bedding.
- d) After replacement of the subsoil and topsoil, the surface of the topsoil shall be mounded or "crowned" so that, after any period of settling, the surface shall be level and at the same grade as the surrounding and adjacent grade and topsoil levels. Any excess topsoil not used to cover the trench area as stated above shall be spread on the surface of Grantor's Property in accordance with Grantor's reasonable instructions.

3. Repair of Damaged Tile Lines.

- a) Prior to construction, Grantee will request details of the location of drain tiles from Grantor. Grantee shall record the GPS location of all identified drain tile lines, including those identified by Grantor and those identified or damaged and repaired during construction or other phases of the Project. Grantee shall also mark the physical locations of the identified drain tile lines with stakes or flags prior to construction to alert construction crews of their presence. Markers identifying drain tile locations are to remain in place until restoration is complete or the tile lines are repaired.
- b) If a drain tile is damaged or severed during construction, it will be repaired to ensure it functions properly at the point of repair and maintains long-term usability. Temporary repairs using solid tubing may be installed to allow for continued drainage during construction, or a permanent repair may be made immediately.
- c) Prior to backfilling, the drain tile will be temporarily or permanently repaired, as the backfill schedule allows. Permanent repair will occur as soon as possible, based weather, soil conditions, and drain tile contractor availability permitting.
- d) If water is flowing through the damaged tile line, Grantee shall use best efforts to immediately temporarily repair the damaged tile until such time that permanent repairs can be made by a local, licensed, contractor. If the damaged drain tile-lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made within 30 days of the time damage occurred or before the next forecasted rain event, whichever is sooner. These exposed tile lines shall be screened or otherwise protected to prevent



the entry of foreign materials, small mammals, etc. into the tile lines until permanent repairs are made.

- e) All permanent drain-tile line repairs will be made within 30 days of the pipeline being laid in the trench on Grantor's property, weather, soil conditions, and drain tile contractor availability permitting. Grantee shall notify the landowner in writing if permanent repairs to drain tiles are expected to deviate from the 30 days. Alternatively, Grantee may compensate Grantor to complete the permanent repair themselves or with their preferred drain-tile contractor.
- f) Before completing permanent drain-tile repairs, all tile lines shall be probed or examined by other suitable means on both sides of the trench for their entire length within any work areas to check for tile that might have been damaged by vehicular traffic or construction equipment. If tile lines are found to be damaged, they will be repaired so they operate as well after construction as before the construction began.
- g) Following completion of the Project, Grantee shall be responsible for correcting all drain-tile line repairs that fail due to pipeline construction, provided those repairs were made by Grantee. Grantee will not be responsible for tile line repairs that Grantee pays Grantor to perform.
- h) If there is a concern for damages to the drain tile as a result of equipment and vehicle traffic along temporary access roads, weight dispersion equipment and/or material such as mats should be used.

#### 4. Rock Removal.

- a) The Pipeline trench, bore holes, or other excavations above the pipe may be backfilled with soil containing rocks that do not exceed, in concentration or size, that which existed prior to the Pipeline's construction; provided, however, that Grantee shall remove all rocks in excess of three inches (3") in diameter prior to backfilling and replacing the topsoil. Grantee shall at least annually remove any additional rocks in excess of three inches (3") in diameter which work their way to the surface for a period of one (1) year following the completion of the Pipeline.
- b) In areas of consolidated rock formations, suitable precautions will be taken to minimize the potential for blast rock to become interspersed with the soil material to be backfilled into the trench. Any rocks in excess of three inches (3") in diameter which become interspersed with soil material shall be removed by Grantee.
- c) Rocks and/or surplus subsoil not used to backfill the Pipeline trench, bore holes, or other excavations will be hauled off Grantor's Property.

5. Removal of Construction Debris. All surplus material, equipment skids, trash, litter and miscellaneous debris from the construction activity will be removed and properly disposed of during final cleanup and restoration.

6. Compaction, Rutting, Fertilization, Liming.

- a) Grantee shall chisel, disk or till with other appropriate equipment all Cropland traversed by construction equipment to a depth of 18 inches or actual topsoil depth, whichever is less, and all other land traversed by construction equipment to a depth of 12 inches. At least two (2) passes will be made over all lands to be chiseled, disked or tilled as described above. In areas where topsoil has been segregated over the work area and traversed by construction equipment passage, the subsoil will be plowed before replacing the segregated topsoil.
- b) All rutted land damaged by Pipeline construction will be restored to pre-construction contour as near as practicable.

7. Land Leveling.

- a) Following the completion of the Pipeline, Grantee will restore any Right-of-Way to its pre-construction elevation and contour as near as practicable should uneven settling occur or surface drainage problems develop at any time within one (1) year after completion of work due to settling or inaccurate land leveling following the Pipeline's construction.
- b) Grantee will provide Grantor with a telephone number and address which may be used to alert Grantee of the need to perform additional land leveling services.
- c) Grantee will provide such land leveling services within 45 days of receipt by Grantee of Grantor's written notice, subject to weather conditions, and Grantee's contractor availability..

8. Prevention of Soil Erosion. Subject to permit conditions, Grantee will implement a reasonable method to control erosion in accordance with Grantor or the appropriate county soil and water conservation district, if Grantor so requests.

9. Repair of Damaged Soil Conservation Practices. All soil conservation practices (such as terraces, grassed waterways, trees, etc.) which are damaged by the Pipeline's construction will be restored to at least their pre-construction condition as near as practicable.

10. Damages to Private Property. Grantee will pay for any damages occurring on Grantor's Property caused by the construction, maintenance, operation, inspection, repair, replacement, or removal of the Pipeline.

11. Advance Notice of Access to Private Property. Grantee intends to provide Grantor or their designated representative or tenant with a minimum of 48 hours prior written notice before accessing Grantor's Property for the purpose of commencing the construction of the Pipeline.

12. Crop Damage. Grantee acknowledges that Grantor has directed tenant farmer to farm the Grantor's Parcel and the Property. The parties agree that any crop damage incurred by the tenant farmer shall be compensated as set forth in the Agreement.

13. Applicability. The terms of this Exhibit "B" shall apply to all of Grantor's Property utilized or impacted by the activities of the Grantee, including but not limited to the Right of Way, Temporary Workspace, Additional Temporary Workspace, Staging Area, Temporary Access Road and the Temporary Easement Area, all as those terms are defined in the Agreement.

Appendix C:  
Mesic Prairie Seed Mix

Mesic Prairie Seed Mix			
Type	Species	Common Name	Seeding Rate (lbs/ac)
Forbs	<i>Asclepias tuberosa</i>	Butterfly Weed	0.350
	<i>Astragalus canadensis</i>	Canadian Milk Vetch	0.250
	<i>Baptisia leucantha</i>	White Wild Indigo	0.250
	<i>Cassia fasciculata</i>	Partridge Pea	0.250
	<i>Coreopsis lanceolata</i>	Sand Coreopsis	0.250
	<i>Coreopsis palmata</i>	Prairie Coreopsis	0.250
	<i>Coreopsis tripteris</i>	Tall Coreopsis	0.250
	<i>Dalea candida</i>	White Prairie Clover	0.125
	<i>Dalea purpurea</i>	Purple Prairie Clover	0.125
	<i>Echinacea pallida</i>	Purple Coneflower	0.125
	<i>Echinacea purpurea</i>	Broad-leaved Pur. Coneflower	0.500
	<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.250
	<i>Helioopsis helianthoides</i>	False Sunflower	0.125
	<i>Monarda fistulosa</i>	Wild Bergamot	0.125
	<i>Lespedeza capitata</i>	Round-headed Bush Clover	0.125
	<i>Oligoneuron rigidum</i>	Stiff Goldenrod	0.125
	<i>Parthenium integrifolium</i>	Wild Quinine	0.125
	<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.250
	<i>Ratibida pinnata</i>	Yellow Coneflower	0.350
	<i>Rudbeckia hirta</i>	Black-eyed Susan	0.250
	<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	0.125
	<i>Silphium integrifolium</i>	Rosin Weed	0.125
	<i>Silphium laciniatum</i>	Compass Plant	0.250
	<i>Silphium terbinthinaceum</i>	Prairie Dock	0.250
	<i>Symphyotrichum laevis</i>	Smooth Blue Aster	0.250
	<i>Symphyotrichum novae-angliae</i>	New England Aster	0.250
	<i>Verbena stricta</i>	Hoary Vervain	0.125
	<i>Vernonia fasciculata</i>	Common Iron Weed	0.125
	<i>Zizia aurea</i>	Golden Alexanders	0.250
		sub total	6.200
Grasses	<i>Bouteloua curtipendula</i>	Side-oats Grama	8.000
	<i>Elymus canadensis</i>	Canada wild rye	3.000
	<i>Panicum virgatum</i>	Switch Grass	1.000
	<i>Schizachyrium scoparium</i>	Little Bluestem	8.000
	<i>Sporobolus herterolepis</i>	Prairie Dropseed	0.250
		sub total	20.250
		Total Permanent Species:	26.450
Cover	<i>Avena sativa</i>	Seed Oats	32.000

## EASEMENT AND RIGHT OF WAY AGREEMENT AT VIRGIL FOREST PRESERVE

THIS EASEMENT AND RIGHT OF WAY AGREEMENT (this “**Agreement**”), is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **The Forest Preserve District of Kane County**, whose address is 1996 S KIRK RD STE 320, Geneva, IL 60134 (whether one or more, the “**Grantor**”), and **ANR Pipeline Company**, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the “**Grantee**”). Grantor and Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated 7/27/2006, from Robert C. Biddle, a married person; John M. Biddle, a married person; Roger L. Biddle, a married person; and Richard W. Biddle, a married person to The Forest Preserve District of Kane County recorded in the Recorder’s Office for Kane County, Illinois in Document No. 2006K083037, identified as parcel number **07-11-200-003**, being more particularly described as The Northeast Quarter of Section 11, Township 40 North, Range 6 East of the Third Principal Meridian, excepting therefrom the East 245.00 feet (Measured at right angles) of the Southeast Quarter of said Northeast Quarter, in Virgil Township, Kane County, (the “**Property**”); and

WHEREAS, Grantee desires the right to use an easement and right of way in connection with the construction, operation, maintenance, removal, or abandonment of Grantee’s Facilities (as defined below), on, over, under and through Grantor’s Property, which easement and right of way is more particularly described in Exhibit A & Exhibit B attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Easement**. Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, an exclusive perpetual easement and right of way to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, remove and/or abandon in place one pipeline and all above and below ground equipment and appurtenances thereto, including, but not limited to, cathodic protection equipment, pipeline markers, underground electric lines, and/or regulators (collectively, the

“Facilities”) for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines, on, over, under, across and/or through a strip of land **50 feet** in width, as more particularly described in Exhibit A & Exhibit B (the “Right of Way”) together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of ingress and egress, by pedestrian, vehicle, or equipment, over and across the Property within the easements as described or along any existing roadways through the property.

2. **Temporary Easement Area.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee’s reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as “Temporary Work Space”, “Additional Temporary Work Space” and/or “Staging Area” (collectively, the “**Temporary Easement Area**”) as shown on Exhibit A & Exhibit B for the surveying, laying, constructing of, or other use for the Facilities installed pursuant to the terms herein and all activities incident thereto. Grantee’s rights to the Temporary Easement Area terminate once the original construction of the Facilities has been completed and restored.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such an event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Easement Area to conform to the actual location of the Right of Way and/or Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee’s expense.

4. **Grantor’s Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way and the Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee’s rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee’s exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), (iii) change the depth of cover over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), nor cause the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Right of Way and Temporary Easement Area, at Grantor’s cost, all such encroachments, and clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Right of Way and Temporary Easement Area, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee’s exercise of its rights to clear the Right of Way and/or Temporary Easement Area of all encroachments and vegetation. Grantor agrees to abide by Grantee’s reasonable guidelines related to the safe operation and inspection of its pipelines and facilities

and maintenance of the Right of Way and Temporary Easement Area. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way and/or Temporary Easement Area to any third parties without the prior written consent of Grantee.

5. **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

6. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantee has, or may have, to provide natural gas service from any of its pipelines or storage facilities to any and all residences or structures on Grantor's Property.

7. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "**Claims**") arising from personal injury or death or damage to property and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the negligence or other wrongful acts of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims arising from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantor or Grantor's invitees or licensees.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance, or Grantee's exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee's construction, mitigation, and restoration activities within the Right of Way and Temporary Easement Area and the installation, presence, maintenance, ingress or egress to or from, or operation of the Facilities upon the Property. Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the negligence or other wrongful acts of Grantee.

8. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

9. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easements granted herein as a result of Grantee's use of the Right of Way and/or Temporary Easement Area, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Unless already covered by a

mutually agreed upon Supplemental Agreement, Grantee shall pay Grantor the same price per acre that Grantee paid Grantor for the Temporary Easement Area.

10. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

11. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

12. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto, and incorporating any mutually agreed upon Supplemental Agreement at Virgil Forest Preserve and/or Release, constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

13. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

14. **Arbitration.** Any dispute or claim arising out of or relating to this Agreement or any Supplemental Agreement and/or Release, or the breach thereof, shall be resolved by three disinterested arbitrators, one to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. The cost of such arbitration will be borne equally by the parties.

15. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

16. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

18. **Insurance.** Grantee, at its sole cost and expense, shall maintain and keep in effect comprehensive commercial general liability insurance in the minimum amount of \$2,000,000, covering, without limitation, any liability for personal injury, bodily injury (including, without limitation, death)



and property damage arising out of Grantee's acts, omissions and use of the Easement Area. All general liability policies of insurance required herein shall name Grantor as an additional insured.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]



**GRANTOR:**

## The Forest Preserve District of Kane County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ACKNOWLEDGMENT OF GRANTOR

State of \_\_\_\_\_ )  
 )SS  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the aforesaid State, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of **The Forest Preserve District of Kane County**, and to be the same individual whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that in such capacity he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

[SEAL]

Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Michele Felts  
Ohio Valley Acquisition, LLC  
210 N. Walkup Ave.  
Crystal Lake, IL 60014

After recording return to:  
Ohio Valley Acquisition, LLC  
210 N. Walkup Ave.  
Crystal Lake, IL 60014

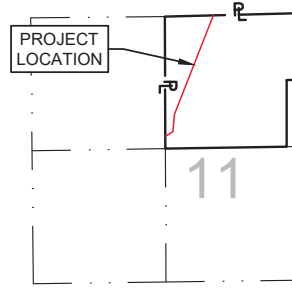
# NOTES

1. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY OF THE GRANTOR'S LAND PURSUANT TO TITLE 68: CHAPTER VII: SUBCHAPTER b: PART 1270 : SECTION 1270.56 OF THE ILLINOIS ADMINISTRATIVE CODE.
2. INFORMATION DEPICTED HEREON IS BASED UPON A FIELD SURVEY TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD INFORMATION PROVIDED BY THE CLIENT.
3. THIS PLAT DOES NOT PURPORT TO SHOW THE LOCATION OF EXISTING EASEMENTS, RIGHT-OF-WAYS OR RESTRICTIONS UNLESS OTHERWISE SHOWN.
4. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED UPON THE ILLINOIS COORDINATE SYSTEM 1983, 2011 ADJUSTMENT: EAST ZONE (US SURVEY FOOT), AS DERIVED BY STATIC GPS OBSERVATIONS TIED TO THE NOAA CORS NETWORK.
5. FIELD WORK COMPLETED JULY 16, 2024.

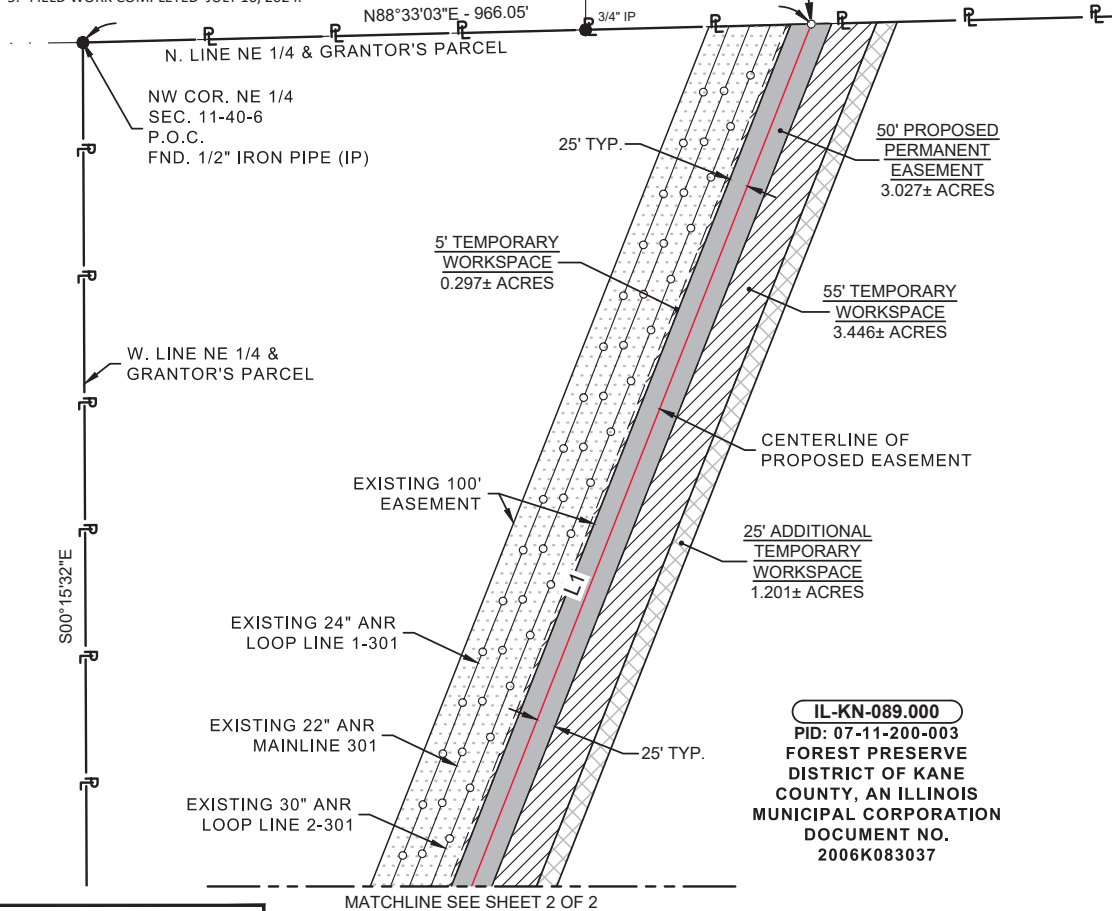
## EXHIBIT "A" KANE COUNTY, ILLINOIS SECTION 11, TOWNSHIP 40N, RANGE 6E

IL-KN-090.000  
PID: 07-02-400-003  
FOREST PRESERVE  
DISTRICT OF KANE  
COUNTY, AN ILLINOIS  
MUNICIPAL  
CORPORATION

P.O.B.  
N:1,930,990.67  
E:935,004.69



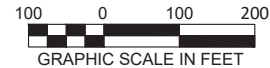
VICINITY MAP  
N.T.S.



LEGEND	
○ CP	COMPUTED POINT
● MON	FOUND MONUMENT AS DESCRIBED
	EXISTING PERMANENT EASEMENT
	EXISTING PIPELINE
	LINE NOT TO SCALE
	SECTION LINE
	PROPERTY BOUNDARY
	ADJOINING PROPERTY
	CENTERLINE PROPOSED EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.T.	POINT OF TERMINATION
T.W.S.	PROPOSED TEMPORARY WORKSPACE
A.T.W.S.	PROPOSED ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W.	PROPOSED PERMANENT EASEMENT & RIGHT-OF-WAY
T.A.R.	PROPOSED TEMPORARY ACCESS ROAD
P.A.R.	PROPOSED PERMANENT ACCESS ROAD

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°30'30\"W	2,109.98'

TOTAL DISTANCE ACROSS PROPERTY	
2637.21 FEET	- 159.83 RODS
TOTAL AREA	
P.E.R.W.: 3.027 ACRES	
T.W.S.: 3.743 ACRES	
A.T.W.S.: 2.001 ACRES	



I HEREBY STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND CONTROL, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

*Darrell A. Poundstone*

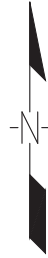
DARRELL A. POUNDSTONE July 25, 2025  
LICENSED PROFESSIONAL LAND SURVEYOR  
NO. 035-003485 - EXPIRES November 30, 2026

ANR PIPELINE COMPANY		PLAT OF EASEMENT		TRC	
		FOREST PRESERVE DISTRICT OF KANE COUNTY, AN ILLINOIS MUNICIPAL CORPORATION		2087 E. 71st Street Tulsa, OK 74136 (860) 298-6347 Firm License No. 184.001811-0010 www.trccompanies.com	

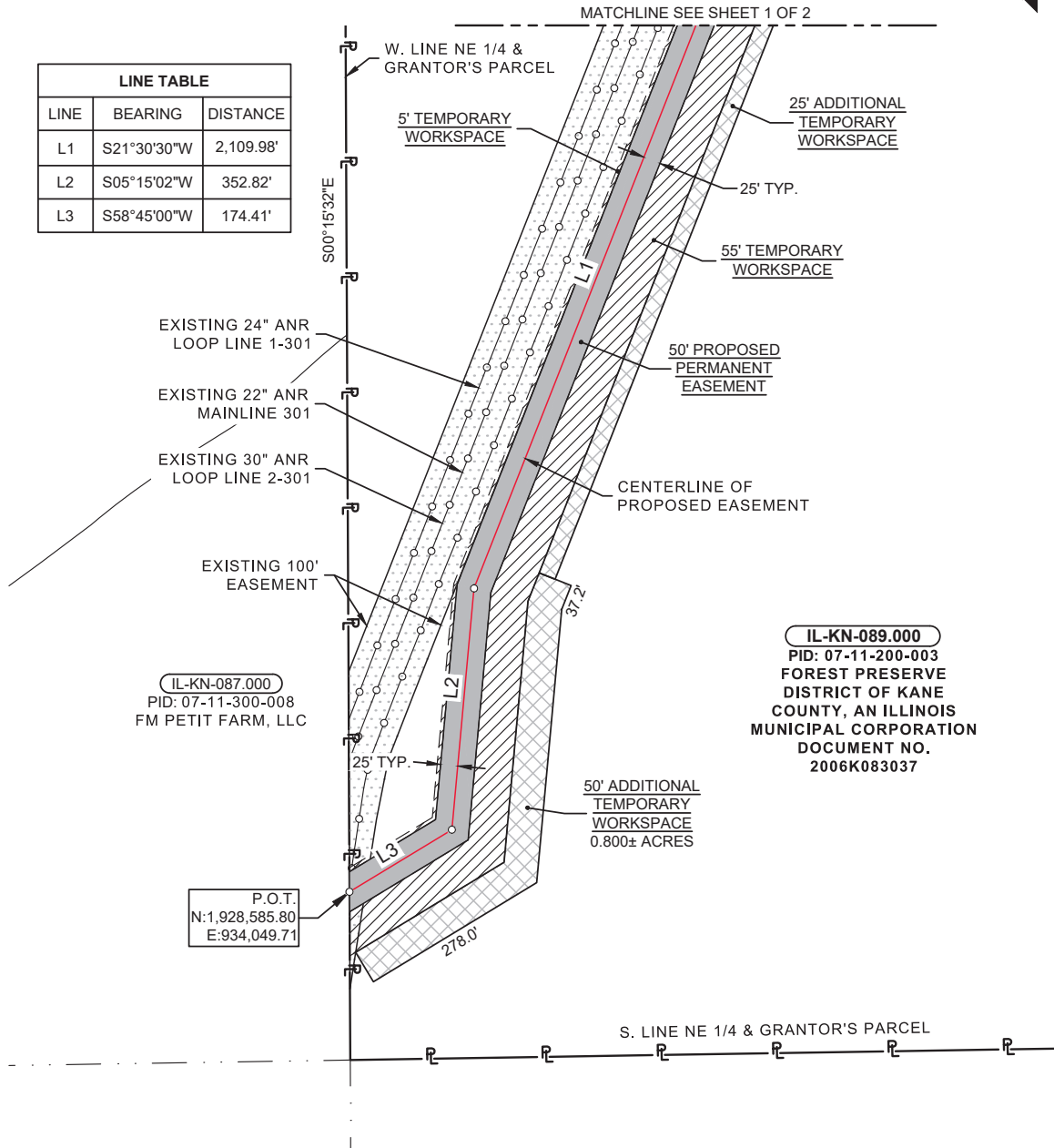
REV#	DATE	DESCRIPTION	DWG BY: MD	APP BY: DAP	JOB # 548751
A	10/7/2024	ISSUE FOR USE	CKD BY: JEW	DATE: 7/24/25	SCALE: 1" = 200'
B	7/16/2025	FOOTPRINT CHANGE	DWG #: M.002443-AHP-TRC-A-PLAT-0191		SHEET NO. 1 OF 2
C	7/22/2025	UPDATED WORKSPACE NOTE			

# EXHIBIT "A"

KENDALL COUNTY, ILLINOIS  
SECTION 11,  
TOWNSHIP 40N, RANGE 6E



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°30'30"W	2,109.98'
L2	S05°15'02"W	352.82'
L3	S58°45'00"W	174.41'



IL-KN-087.000  
PID: 07-11-300-008  
FM PETIT FARM, LLC

IL-KN-089.000  
PID: 07-11-200-003  
FOREST PRESERVE  
DISTRICT OF KANE  
COUNTY, AN ILLINOIS  
MUNICIPAL CORPORATION  
DOCUMENT NO.  
2006K083037

ANR PIPELINE COMPANY

## PLAT OF EASEMENT

FOREST PRESERVE DISTRICT OF KANE  
COUNTY, AN ILLINOIS MUNICIPAL  
CORPORATION



2087 E. 71st Street  
Tulsa, OK 74136  
(860) 298-6347  
Firm License No.  
184.001811-0010  
www.trccompanies.com

REV#	DATE	DESCRIPTION	DWG BY:	MD	APP BY:	DAP	JOB #	548751
A	10/7/2024	ISSUE FOR USE	CKD BY:	JEW	DATE:	7/24/25	SCALE:	1" = 200'
B	7/16/2025	FOOTPRINT CHANGE	DWG #: M.002443-AHP-TRC-A-PLAT-0191					SHEET NO. 2 OF 2
C	7/22/2025	UPDATED WORKSPACE NOTE						

## EXHIBIT "B"

IL-KN-089.000  
KANE COUNTY  
PIN 07-11-200-003

### PERMANENT EASEMENT & RIGHT OF WAY

Part of the Northeast Quarter of Section 11, Township 40 North, Range 6 East of the Third Principal Meridian, being a description of a fifty (50) feet wide Permanent Easement & Right of Way being over, through and across the Grantor's parcel of land as described in Document Number 2006K083037 of the Official Records of Kane County, Illinois, said fifty (50) feet wide Permanent Easement & Right of Way lying twenty-five (25) feet on each side of the herein described centerline, the sidelines of said Permanent Easement & Right of Way being lengthened or shortened to meet the boundary lines of said tract and being more particularly described as follows:

**COMMENCING** at an iron pipe at the Northwest corner of said Northeast Quarter and the Grantor's parcel; thence North 88 degrees 33 minutes 03 seconds East on the North line of said Northeast Quarter and said Grantor's parcel 966.05 feet to the centerline of a proposed easement, said centerline being the **POINT OF BEGINNING**;

**THENCE** South 21 degrees 30 minutes 30 seconds West on said centerline 2109.98 feet;

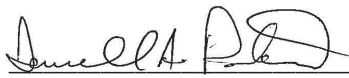
**THENCE** South 05 degrees 15 minutes 02 seconds West on said centerline 352.82 feet;

**THENCE** South 58 degrees 45 minutes 00 seconds West on said centerline 174.41 feet to the West line of said Northwest Quarter and Grantor's parcel, also being the **POINT OF TERMINATION** of said centerline and said Permanent Easement & Right of Way, containing 3.027 acres, more or less; together with any related temporary workspace and additional temporary workspace, as shown on Exhibit "A", all situated in Kane County, Illinois.

Bearings, distances and coordinates shown hereon are based upon the Illinois Coordinate System of 1983, 2011 Adjustment: East Zone (US Survey Foot), as derived by static GPS observations tied to the NOAA CORS network, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in July of 2024.

This description was prepared in conjunction with a Plat of Easement (Exhibit "A"), prepared by TRC Pipeline Services, LLC, drawing number M.002443-AHP-TRC-A-PLAT-0191, Revision C, dated July 22, 2025.

Dated this 25<sup>th</sup> day of July, 2025.

  
Darrell A. Poundstone  
Licensed Professional Land Surveyor  
License No. 035-003485  
Expires: November 30, 2026





**Confidential Supplemental Agreement at Virgil Forest Preserve**

This Confidential **Supplemental Agreement** (“**Supplemental Agreement**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **The Forest Preserve District of Kane County**, whose address is 1996 S KIRK RD STE 320, Geneva, IL 60134, whether one or more, and their heirs, successors and assigns (the “**Landowner**”), and **ANR Pipeline Company**, a Delaware corporation, and its successors and assigns (“**ANR**”), with an address of **700 Louisiana Street, Suite 1300, Houston, Texas 77002**.

**WHEREAS, Landowner and ANR entered into that certain Easement and Right of Way Agreement at Virgil Forest Preserve (the “Agreement”);**

**WHEREAS, Landowner and ANR** desire to memorialize certain independent and collateral covenants related to the Agreement in this Supplemental Agreement; and

**WHEREAS,** the Construction Work Area (“**CWA**”) is defined as the entirety of the Workspaces referenced to and defined in the Agreement, including all Temporary, Permanent, and Staging Workspaces in addition to Access Roads more particularly described and defined in Exhibit A.

**NOW THEREFORE,** in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Landowner and **ANR** do hereby agree as follows:

1. **State and Federal Mitigation Requirements.** **ANR** shall follow the construction procedures and mitigation measures on agricultural land identified by FERC in any FERC assessment, authorization, or approval. **ANR** has developed an ***Illinois Agricultural Impact Mitigation Plan***, attached to as Exhibit “A”. This plan has been developed to prescribe best management practices to minimize or mitigate impacts on agricultural land that may occur due to pipeline construction. **ANR** may implement measures in a state-specific plan that are not inconsistent with the construction procedures and mitigation measures identified by FERC.

2. **Miscellaneous.** The terms of the Agreement are incorporated herein by reference and in the event of any conflict between the Agreement and this **Supplemental Agreement**, the terms of this **Supplemental Agreement** shall govern and control. Except for purposes of the construction and enforcement of this **Supplemental Agreement**, the terms and conditions of the Agreement shall remain unmodified. The Agreement, together with this **Supplemental Agreement**, constitutes the entire agreement between **Landowner** and **ANR** with respect to the

subject matter hereof, and shall inure to the benefit of and be binding on the **Landowner's** heirs, successors and assigns and **ANR's** successors and assigns.

3. **Pre-construction assessments.** Prior to the start of construction, **ANR** may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. **ANR** agrees to provide advance notice of its intention to conduct pre-construction assessments and **Landowner** agrees to permit the access needed.

4. **Compensation.** Upon execution of this Confidential Supplemental Agreement and the Agreements, and the Landowner Release and Payment Summary, **ANR** shall pay Landowner a sum of **Five Hundred Sixty Six Thousand Five Hundred Twenty Eight Dollars and 90/100 (\$566,528.90)** as the total compensation for (i) acquiring the Right Of Way (ii) pre-paid damages, including but not limited to timber damages, and (iii) temporary workspace, which shall be paid to Landowners within ninety (90) days of execution of this Confidential Supplemental Agreement.

5. **De-Watering.** In the event water pumping from ditch lines becomes necessary, **ANR** may place, at its sole discretion, any appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the **CWA**, as defined in the Agreement. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event **ANR's** de-watering activities create the need for restoration to **Landowner's** land, crops, pasture, etc., **ANR** will provide **Landowner** reasonable compensation to restore such disturbed areas to their pre-construction condition as is nearly practicable.

6. **No-Obstruction.** **ANR** acknowledges and agrees that it shall not unreasonably obstruct Landowner's farm access on the Property nor allow its contractors, agents or employees to unreasonably obstruct the access thereto. **ANR** agrees that its project management staff will remind its project staff of such prohibition and will promptly cause any offending vehicle or equipment to be moved.

7. **General Crossings.** During construction and any subsequent alterations, repair, maintenance, or replacement of the pipeline(s), **ANR** agrees that it shall provide crossings over the **CWA** as may be reasonably practicable so as to permit Landowner, its tenants, livestock, equipment and vehicles the ability to cross such **CWA**.

8. **Landowner's Crossing of Easements.** During construction and any subsequent altering, repairing, removing or replacing of **ANR's** pipeline or the facilities, **ANR** agrees that if requested by Landowner, it will leave earthen plug(s) in the ditch line or otherwise provide

crossings along the ditch line as reasonably sufficient to permit Landowner, Landowner's tenants and/or livestock and/or equipment, to cross over the ditch at reasonable intervals.

9. **Restricted Ingress and Egress.** Ingress and egress to the Property shall be limited to the CWA unless specifically permitted by Landowner or in the event of an emergency.

10. **Notification.** Except in emergency conditions, **ANR** shall attempt to provide a minimum of 120 hours' notice prior to the entry upon Landowner's Property for construction activities. Acknowledgement of receipt of notice is not necessary prior to the entry upon Landowner's Property. To avoid payment of Agricultural Crop Loss, ANR will notify Landowner (8) months prior to planned construction to allow for removal of Agricultural Leases within the **CWA**. Failure to notify (8) months prior will require additional damages for Crop Loss in accordance with the 'Mitigation Agreement'.

11. **Time Frame/Schedule.** **ANR** currently anticipates initial project activities to begin in **Q3-Q4, 2026** with construction tentatively scheduled for **Q1-Q2, 2027** and additional reclamation needs throughout **2028**. This time frame may be changed at **ANR's** discretion. Notification of the final completion shall be communicated to Landowner by an **ANR** representative upon the project's completion of all of **ANR's** activities.

12. **Future Restoration.** Grantee agrees to adhere to the Soil Restoration Plan as outlined in Exhibit "B" for any future projects resulting in size change, removal or replacement of the pipeline relating to the Permanent Easement and Right of Way granted in the "Agreement". For standard operation and maintenance program needs, all activities will be in compliance with **ANR's** current internal standards at the time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the undersigned have duly executed this **Supplemental Agreement** as of the date set forth above.

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **Illinois Agricultural Impact Mitigation Plan: April 2025**

**EXHIBIT “B”**  
**To Confidential Supplemental Agreement**  
**Future Restoration Plan**

The term Grantor herein shall refer to the Landowner and the term Grantee herein shall refer to ANR and each party’s successors and assigns. Such terms may be used interchangeably. The mitigative actions (“Mitigative Actions”) specified in Paragraphs 1 through 13 of this Exhibit “B” will be implemented in accordance with the conditions listed below in Paragraphs A through F.

- A. All Mitigative Actions included in this Exhibit “B”, unless otherwise specified, will be implemented within 45 days of completion of and construction and activities on Grantor’s Property, weather and Grantor permitting. Temporary repairs will be made by Grantee during the construction process as needed to minimize the risk of additional damage that may result from an extended construction time period.
- B. Grantee will implement the Mitigative Actions included in this Exhibit “B” to the extent that they do not conflict with the requirements of any applicable federal, state and local rules.
- C. If any provision of this Exhibit “B” is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of this Exhibit “A” shall be interpreted as if it did not contain the unenforceable provision.
- D. **Restoration of Agricultural/Prime Farm Land.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense for crop loss and restoration.
- E. **Restoration of Turf Areas.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Seeding Mixtures: Seed for turf restoration shall be Class 1 (Lawn Mixture) and Class 4 (Native Grass) mixtures or Owner approved alternate.
- F. **Restoration and Seeding of Restored Prairie.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Mesic Prairie Seed Mix – **Appendix C**; or Owner approved alternate.

**DEFINITIONS**

When used herein:

“Agricultural Land” means land used for cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag. related facilities, feedlots, livestock

confinement systems, land on which farm buildings are located, and land in government set-aside programs.

“Cropland” means land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland but is currently in a government set-aside program.

“Pipeline” means and includes any pipelines installed, maintained or repaired pursuant to the terms of the Agreement and any pipe cross section in accordance with approved engineering plans and its related appurtenances and associated facilities, to be certificated for construction and operation in accordance with the Grant.

“Prime Farmland” means Agricultural Land comprised of soils which are defined by the USDA Natural Resources Conservation Service as being “Prime” soils (generally considered the most productive soils with the least input of nutrients and management).

“Restored Prairie” means and includes land that has been intentionally restored or is in the process of being restored to its pre-agricultural condition.

“Right-of-Way” means and includes the permanent easement conveyed to Grantee by Grantor.

“Turf Area” means and includes land that has been intentionally converted to a short grass surface.

1. Pipe Depth.

- a) Except for above-ground piping facilities, the Pipeline(s) will be buried with:
  - (1) a minimum of 2 feet of top cover where it crosses Cropland or pastureland comprised of Prime Farmland,
  - (2) with a minimum of 2 feet of top cover where it crosses wooded brushy land, and
  - (3) any above ground equipment shall be set at finished grade.
- b) Except as otherwise provided herein, in no instance will Grantee allow the amount of top cover over the Pipeline(s) to be less than 18 inches as a result of natural erosion.

2. Topsoil Replacement.

- a) The topsoil will be removed to a depth of thirty-six inches (36") or the actual topsoil depth, whichever is less, in the ditch line or trenched area. All other workspace areas, whether temporary or permanent, shall be stripped of no more than twelve inches (12"). Topsoil shall be piled and stored separately



from all other soils and be retained in a condition for replacement to the area or areas from which it was removed. In no event shall any topsoil be removed from Grantor's Property.

- b) All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile.
- c) In backfilling the trench, the stockpiled subsoil material will be placed back into the trench first unless civil engineering requires stone bedding.
- d) After replacement of the subsoil and topsoil, the surface of the topsoil shall be mounded or "crowned" so that, after any period of settling, the surface shall be level and at the same grade as the surrounding and adjacent grade and topsoil levels. Any excess topsoil not used to cover the trench area as stated above shall be spread on the surface of Grantor's Property in accordance with Grantor's reasonable instructions.

3. Repair of Damaged Tile Lines.

- a) Prior to construction, Grantee will request details of the location of drain tiles from Grantor. Grantee shall record the GPS location of all identified drain tile lines, including those identified by Grantor and those identified or damaged and repaired during construction or other phases of the Project. Grantee shall also mark the physical locations of the identified drain tile lines with stakes or flags prior to construction to alert construction crews of their presence. Markers identifying drain tile locations are to remain in place until restoration is complete or the tile lines are repaired.
- b) If a drain tile is damaged or severed during construction, it will be repaired to ensure it functions properly at the point of repair and maintains long-term usability. Temporary repairs using solid tubing may be installed to allow for continued drainage during construction, or a permanent repair may be made immediately.
- c) Prior to backfilling, the drain tile will be temporarily or permanently repaired, as the backfill schedule allows. Permanent repair will occur as soon as possible, based weather, soil conditions, and drain tile contractor availability permitting.
- d) If water is flowing through the damaged tile line, Grantee shall use best efforts to immediately temporarily repair the damaged tile until such time that permanent repairs can be made by a local, licensed, contractor. If the damaged drain tile-lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made within 30 days of the time damage occurred or before the next forecasted rain event, whichever is sooner. These exposed tile lines shall be screened or otherwise protected to prevent

the entry of foreign materials, small mammals, etc. into the tile lines until permanent repairs are made.

- e) All permanent drain-tile line repairs will be made within 30 days of the pipeline being laid in the trench on Grantor's property, weather, soil conditions, and drain tile contractor availability permitting. Grantee shall notify the landowner in writing if permanent repairs to drain tiles are expected to deviate from the 30 days. Alternatively, Grantee may compensate Grantor to complete the permanent repair themselves or with their preferred drain-tile contractor.
- f) Before completing permanent drain-tile repairs, all tile lines shall be probed or examined by other suitable means on both sides of the trench for their entire length within any work areas to check for tile that might have been damaged by vehicular traffic or construction equipment. If tile lines are found to be damaged, they will be repaired so they operate as well after construction as before the construction began.
- g) Following completion of the Project, Grantee shall be responsible for correcting all drain-tile line repairs that fail due to pipeline construction, provided those repairs were made by Grantee. Grantee will not be responsible for tile line repairs that Grantee pays Grantor to perform.
- h) If there is a concern for damages to the drain tile as a result of equipment and vehicle traffic along temporary access roads, weight dispersion equipment and/or material such as mats should be used.

#### 4. Rock Removal.

- a) The Pipeline trench, bore holes, or other excavations above the pipe may be backfilled with soil containing rocks that do not exceed, in concentration or size, that which existed prior to the Pipeline's construction; provided, however, that Grantee shall remove all rocks in excess of three inches (3") in diameter prior to backfilling and replacing the topsoil. Grantee shall at least annually remove any additional rocks in excess of three inches (3") in diameter which work their way to the surface for a period of one (1) year following the completion of the Pipeline.
- b) In areas of consolidated rock formations, suitable precautions will be taken to minimize the potential for blast rock to become interspersed with the soil material to be backfilled into the trench. Any rocks in excess of three inches (3") in diameter which become interspersed with soil material shall be removed by Grantee.
- c) Rocks and/or surplus subsoil not used to backfill the Pipeline trench, bore holes, or other excavations will be hauled off Grantor's Property.

5. Removal of Construction Debris. All surplus material, equipment skids, trash, litter and miscellaneous debris from the construction activity will be removed and properly disposed of during final cleanup and restoration.

6. Compaction, Rutting, Fertilization, Liming.

- a) Grantee shall chisel, disk or till with other appropriate equipment all Cropland traversed by construction equipment to a depth of 18 inches or actual topsoil depth, whichever is less, and all other land traversed by construction equipment to a depth of 12 inches. At least two (2) passes will be made over all lands to be chiseled, disked or tilled as described above. In areas where topsoil has been segregated over the work area and traversed by construction equipment passage, the subsoil will be plowed before replacing the segregated topsoil.
- b) All rutted land damaged by Pipeline construction will be restored to pre-construction contour as near as practicable.

7. Land Leveling.

- a) Following the completion of the Pipeline, Grantee will restore any Right-of-Way to its pre-construction elevation and contour as near as practicable should uneven settling occur or surface drainage problems develop at any time within one (1) year after completion of work due to settling or inaccurate land leveling following the Pipeline's construction.
- b) Grantee will provide Grantor with a telephone number and address which may be used to alert Grantee of the need to perform additional land leveling services.
- c) Grantee will provide such land leveling services within 45 days of receipt by Grantee of Grantor's written notice, subject to weather conditions, and Grantee's contractor availability..

8. Prevention of Soil Erosion. Subject to permit conditions, Grantee will implement a reasonable method to control erosion in accordance with Grantor or the appropriate county soil and water conservation district, if Grantor so requests.

9. Repair of Damaged Soil Conservation Practices. All soil conservation practices (such as terraces, grassed waterways, trees, etc.) which are damaged by the Pipeline's construction will be restored to at least their pre-construction condition as near as practicable.

10. Damages to Private Property. Grantee will pay for any damages occurring on Grantor's Property caused by the construction, maintenance, operation, inspection, repair, replacement, or removal of the Pipeline.

11. Advance Notice of Access to Private Property. Grantee intends to provide Grantor or their designated representative or tenant with a minimum of 48 hours prior written notice before accessing Grantor's Property for the purpose of commencing the construction of the Pipeline.

12. Crop Damage. Grantee acknowledges that Grantor has directed tenant farmer to farm the Grantor's Parcel and the Property. The parties agree that any crop damage incurred by the tenant farmer shall be compensated as set forth in the Agreement.

13. Applicability. The terms of this Exhibit "B" shall apply to all of Grantor's Property utilized or impacted by the activities of the Grantee, including but not limited to the Right of Way, Temporary Workspace, Additional Temporary Workspace, Staging Area, Temporary Access Road and the Temporary Easement Area, all as those terms are defined in the Agreement.

Appendix C:  
Mesic Prairie Seed Mix

Mesic Prairie Seed Mix			
Type	Species	Common Name	Seeding Rate (lbs/ac)
Forbs	<i>Asclepias tuberosa</i>	Butterfly Weed	0.350
	<i>Astragalus canadensis</i>	Canadian Milk Vetch	0.250
	<i>Baptisia leucantha</i>	White Wild Indigo	0.250
	<i>Cassia fasciculata</i>	Partridge Pea	0.250
	<i>Coreopsis lanceolata</i>	Sand Coreopsis	0.250
	<i>Coreopsis palmata</i>	Prairie Coreopsis	0.250
	<i>Coreopsis tripteris</i>	Tall Coreopsis	0.250
	<i>Dalea candida</i>	White Prairie Clover	0.125
	<i>Dalea purpurea</i>	Purple Prairie Clover	0.125
	<i>Echinacea pallida</i>	Purple Coneflower	0.125
	<i>Echinacea purpurea</i>	Broad-leaved Pur. Coneflower	0.500
	<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.250
	<i>Helioopsis helianthoides</i>	False Sunflower	0.125
	<i>Monarda fistulosa</i>	Wild Bergamot	0.125
	<i>Lespedeza capitata</i>	Round-headed Bush Clover	0.125
	<i>Oligoneuron rigidum</i>	Stiff Goldenrod	0.125
	<i>Parthenium integrifolium</i>	Wild Quinine	0.125
	<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.250
	<i>Ratibida pinnata</i>	Yellow Coneflower	0.350
	<i>Rudbeckia hirta</i>	Black-eyed Susan	0.250
	<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	0.125
	<i>Silphium integrifolium</i>	Rosin Weed	0.125
	<i>Silphium laciniatum</i>	Compass Plant	0.250
	<i>Silphium terbinthinaceum</i>	Prairie Dock	0.250
	<i>Symphyotrichum laevis</i>	Smooth Blue Aster	0.250
	<i>Symphyotrichum novae-angliae</i>	New England Aster	0.250
	<i>Verbena stricta</i>	Hoary Vervain	0.125
	<i>Vernonia fasciculata</i>	Common Iron Weed	0.125
	<i>Zizia aurea</i>	Golden Alexanders	0.250
		sub total	6.200
Grasses	<i>Bouteloua curtipendula</i>	Side-oats Grama	8.000
	<i>Elymus canadensis</i>	Canada wild rye	3.000
	<i>Panicum virgatum</i>	Switch Grass	1.000
	<i>Schizachyrium scoparium</i>	Little Bluestem	8.000
	<i>Sporobolus herterolepis</i>	Prairie Dropseed	0.250
		sub total	20.250
		Total Permanent Species:	26.450
Cover	<i>Avena sativa</i>	Seed Oats	32.000

## EASEMENT AND RIGHT OF WAY AGREEMENT AT VIRGIL FOREST PRESERVE

THIS EASEMENT AND RIGHT OF WAY AGREEMENT (this “**Agreement**”), is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **The Forest Preserve District of Kane County**, whose address is 1996 S KIRK RD STE 320, Geneva, IL 60134 (whether one or more, the “**Grantor**”), and **ANR Pipeline Company**, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the “**Grantee**”). Grantor and Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated 7/27/2006, from Robert C. Biddle, a married person; John M. Biddle, a married person; Roger L. Biddle, a married person; and Richard W. Biddle, a married to The Forest Preserve District of Kane County recorded in the Recorder’s Office for Kane County, Illinois in Document No. 2006K083037, identified as parcel number **07-02-400-003**, being more particularly described as The Southeast Quarter of the Southeast Quarter and the East Half of the Southwest Quarter of the Southeast Quarter of Section 2, Township 40 North, Range 6 East of the Third Principal Meridian, in Virgil Township, Kane County, Illinois (the “**Property**”); and

WHEREAS, Grantee desires the right to use an easement and right of way in connection with the construction, operation, maintenance, removal, or abandonment of Grantee’s Facilities (as defined below), on, over, under and through Grantor’s Property, which easement and right of way is more particularly described in Exhibit A & Exhibit B attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Easement**. Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, an exclusive perpetual easement and right of way to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, remove and/or abandon in place one pipeline and all above and below ground equipment and appurtenances thereto, including, but not limited to, cathodic protection equipment, pipeline markers, underground electric lines, and/or regulators (collectively, the

“Facilities”) for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines, on, over, under, across and/or through a strip of land **50 feet** in width, as more particularly described in Exhibit A & Exhibit B (the “Right of Way”) together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of ingress and egress, by pedestrian, vehicle, or equipment, over and across the Property within the easements as described or along any existing roadways through the property.

2. **Temporary Easement Area.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee’s reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as “Temporary Work Space”, “Additional Temporary Work Space” and/or “Staging Area” (collectively, the “**Temporary Easement Area**”) as shown on Exhibit A & Exhibit B for the surveying, laying, constructing of, or other use for the Facilities installed pursuant to the terms herein and all activities incident thereto. Grantee’s rights to the Temporary Easement Area terminate once the original construction of the Facilities has been completed and restored.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such an event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Easement Area to conform to the actual location of the Right of Way and/or Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee’s expense.

4. **Grantor’s Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way and the Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee’s rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee’s exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), (iii) change the depth of cover over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), nor cause the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Right of Way and Temporary Easement Area, at Grantor’s cost, all such encroachments, and clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Right of Way and Temporary Easement Area, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee’s exercise of its rights to clear the Right of Way and/or Temporary Easement Area of all encroachments and vegetation. Grantor agrees to abide by Grantee’s reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Right of Way and Temporary Easement Area. Grantor further agrees not to convey

any other rights of way or other conflicting rights within the Right of Way and/or Temporary Easement Area to any third parties without the prior written consent of Grantee.

5. **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

6. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantee has, or may have, to provide natural gas service from any of its pipelines or storage facilities to any and all residences or structures on Grantor's Property.

7. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "**Claims**") arising from personal injury or death or damage to property and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the negligence or other wrongful acts of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims arising from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantor or Grantor's invitees or licensees.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance, or Grantee's exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee's construction, mitigation, and restoration activities within the Right of Way and Temporary Easement Area and the installation, presence, maintenance, ingress or egress to or from, or operation of the Facilities upon the Property. Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the negligence or other wrongful acts of Grantee.

8. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

9. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easements granted herein as a result of Grantee's use of the Right of Way and/or Temporary Easement Area, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Unless already covered by a mutually agreed upon Supplemental Agreement, Grantee shall pay Grantor the same price per acre that Grantee paid Grantor for the Temporary Easement Area.



10. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

11. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

12. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto, and incorporating any mutually agreed upon Supplemental Agreement at Virgil Forest Preserve and/or Release, constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

13. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

14. **Arbitration.** Any dispute or claim arising out of or relating to this Agreement or any Supplemental Agreement and/or Release, or the breach thereof, shall be resolved by three disinterested arbitrators, one to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. The cost of such arbitration will be borne equally by the parties.

15. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

16. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

18. **Insurance.** Grantee, at its sole cost and expense, shall maintain and keep in effect comprehensive commercial general liability insurance in the minimum amount of \$2,000,000, covering, without limitation, any liability for personal injury, bodily injury (including, without limitation, death) and property damage arising out of Grantee's acts, omissions and use of the Easement Area. All general liability policies of insurance required herein shall name Grantor as an additional insured.





**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Michele Felts  
Ohio Valley Acquisition, LLC  
210 N. Walkup Ave.  
Crystal Lake, IL 60014

After recording return to:  
Ohio Valley Acquisition, LLC  
210 N. Walkup Ave.  
Crystal Lake, IL 60014

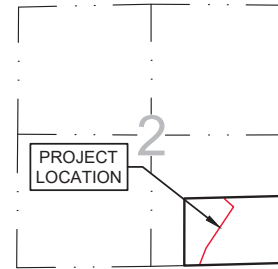
# NOTES

1. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY OF THE GRANTOR'S LAND PURSUANT TO TITLE 68: CHAPTER VII: SUBCHAPTER b: PART 1270 : SECTION 1270.56 OF THE ILLINOIS ADMINISTRATIVE CODE.
2. INFORMATION DEPICTED HEREON IS BASED UPON A FIELD SURVEY TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD INFORMATION PROVIDED BY THE CLIENT.
3. THIS PLAT DOES NOT PURPORT TO SHOW THE LOCATION OF EXISTING EASEMENTS, RIGHT-OF-WAYS OR RESTRICTIONS UNLESS OTHERWISE SHOWN.
4. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED UPON THE ILLINOIS COORDINATE SYSTEM 1983, 2011 ADJUSTMENT: EAST ZONE (US SURVEY FOOT), AS DERIVED BY STATIC GPS OBSERVATIONS TIED TO THE NOAA CORS NETWORK.
5. FIELD WORK COMPLETED JULY 16, 2024.

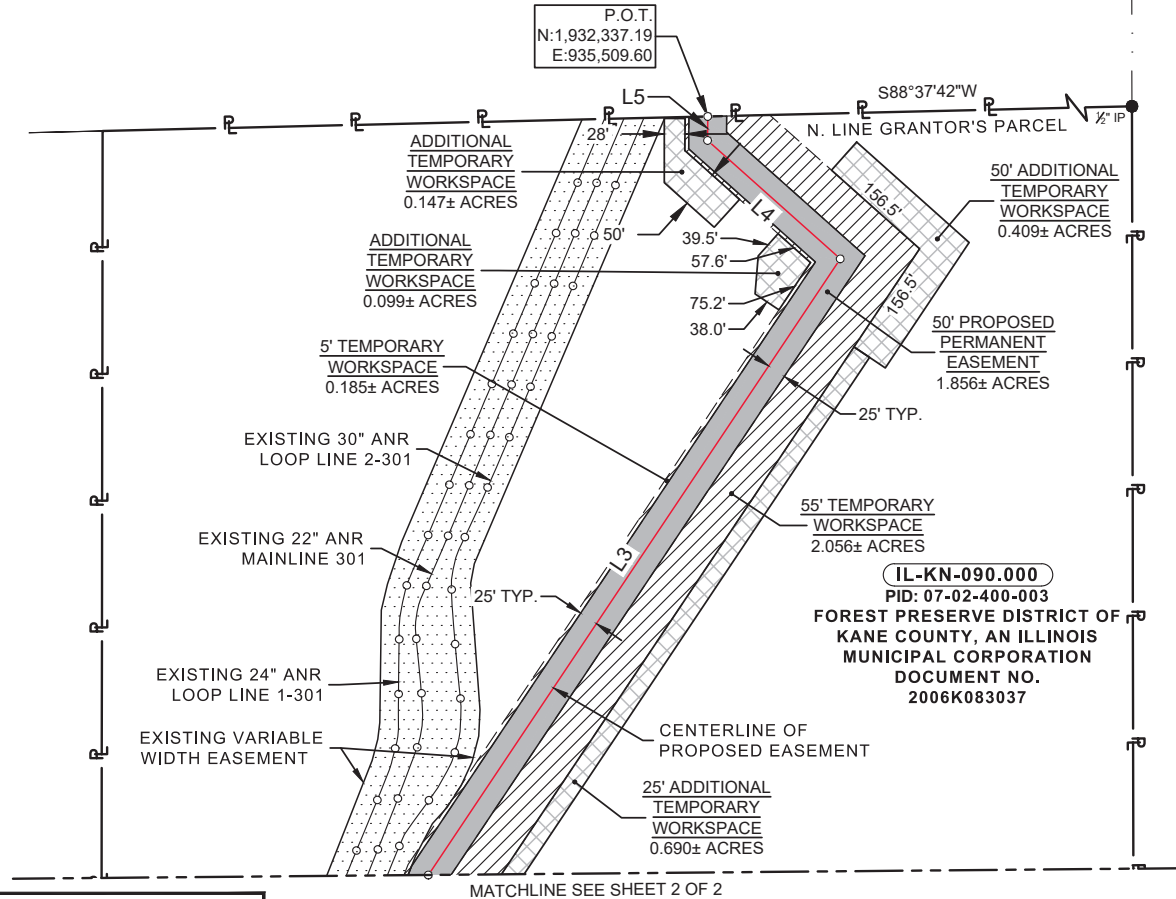
## EXHIBIT "A" KANE COUNTY, ILLINOIS SECTION 2, TOWNSHIP 40N, RANGE 6E

IL-KN-091.000  
PID: 07-02-400-001

ROBERT H. GEHRKE AND BETH C.  
GEHRKE AS CO-TRUSTEES OF THE  
ROBERT H. GEHRKE TRUST DATED  
JANUARY 26, 2017



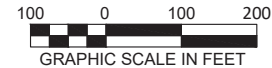
VICINITY MAP  
N.T.S.



LEGEND	
○ CP	COMPUTED POINT
● MON	FOUND MONUMENT AS DESCRIBED
	EXISTING PERMANENT EASEMENT
	EXISTING PIPELINE
	LINE NOT TO SCALE
	SECTION LINE
	PROPERTY BOUNDARY
	ADJOINING PROPERTY
	CENTERLINE PROPOSED EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.T.	POINT OF TERMINATION
T.W.S.	PROPOSED TEMPORARY WORKSPACE
A.T.W.S.	PROPOSED ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W.	PROPOSED PERMANENT EASEMENT & RIGHT-OF-WAY
T.A.R.	PROPOSED TEMPORARY ACCESS ROAD
P.A.R.	PROPOSED PERMANENT ACCESS ROAD

LINE TABLE		
LINE	BEARING	DISTANCE
L3	N33°46'05"E	982.58'
L4	N48°14'52"W	235.78'
L5	N00°32'46"E	31.76'

TOTAL DISTANCE ACROSS PROPERTY	
1616.57 FEET	- 97.97 RODS
TOTAL AREA	
P.E.R.W.: 1.856 ACRES	
T.W.S.: 2.241 ACRES	
A.T.W.S.: 1.345 ACRES	



I HEREBY STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND CONTROL, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

*Darrell A. Poundstone*

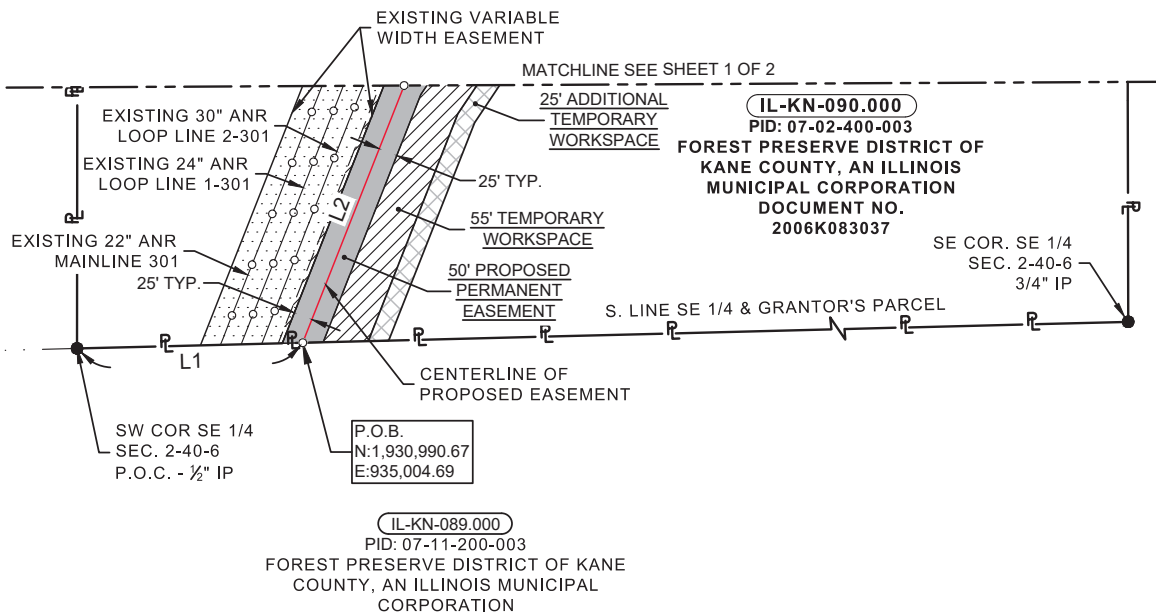
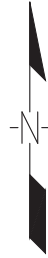
DARRELL A. POUNDSTONE July 25, 2025  
LICENSED PROFESSIONAL LAND SURVEYOR  
NO. 035-003485 - EXPIRES November 30, 2026

ANR PIPELINE COMPANY		PLAT OF EASEMENT		TRC	
		FOREST PRESERVE DISTRICT OF KANE COUNTY, AN ILLINOIS MUNICIPAL CORPORATION		2087 E. 71st Street Tulsa, OK 74136 (860) 298-6347 Firm License No. 184.001811-0010 www.trccompanies.com	

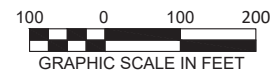
REV#	DATE	DESCRIPTION	DWG BY:	APP BY:	JOB #
A	9/26/2024	ISSUE FOR USE	KP	DAP	548751
B	7/16/2025	FOOTPRINT CHANGE	MD	DATE: 09/26/2024	SCALE: 1" = 200'
C	7/22/2025	UPDATED ADJOINER L/O INFORMATION	DWG #: M.002443-AHP-TRC-A-PLAT-0193		SHEET NO. 1 OF 2


# EXHIBIT "A"

KENDALL COUNTY, ILLINOIS  
SECTION 2,  
TOWNSHIP 40N, RANGE 6E



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°33'03"E	299.36'
L2	N21°30'30"E	366.45'



ANR PIPELINE COMPANY			PLAT OF EASEMENT		 TRC Pipeline Services, LLC 2087 E. 71st Street Tulsa, OK 74136 (860) 298-6347 Firm License No. 184.001811-0010 www.trccompanies.com	
FOREST PRESERVE DISTRICT OF KANE COUNTY, AN ILLINOIS MUNICIPAL CORPORATION						
REV#	DATE	DESCRIPTION	DWG BY:	APP BY:	JOB #	
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C	7/22/2025	UPDATED ADJOINER L/O INFORMATION	DWG #: M.002443-AHP-TRC-A-PLAT-0193		SHEET NO. 2 OF 2	

## EXHIBIT "B"

IL-KN-090.000  
KANE COUNTY  
PIN 07-02-400-003

### PERMANENT EASEMENT & RIGHT OF WAY

Part of the Southeast Quarter of Section 2, Township 40 North, Range 6 East of the Third Principal Meridian, being a description of a fifty (50) feet wide Permanent Easement & Right of Way being over, through and across the Grantor's parcel of land as described in Document Number 2006K083037 of the Official Records of Kane County, Illinois, said fifty (50) feet wide Permanent Easement & Right of Way lying twenty-five (25) feet on each side of the herein described centerline, the sidelines of said Permanent Easement & Right of Way being lengthened or shortened to meet the boundary lines of said tract and being more particularly described as follows:

**COMMENCING** at an iron pipe at the Southwest corner of said Southeast Quarter and the Grantor's parcel; thence North 88 degrees 33 minutes 03 seconds East on the South line of said Southeast Quarter and said Grantor's parcel 299.36 feet to the centerline of a proposed easement, said centerline being the **POINT OF BEGINNING**;

**THENCE** North 21 degrees 30 minutes 30 seconds East on said centerline 366.45 feet;

**THENCE** North 33 degrees 46 minutes 05 seconds East on said centerline 982.58 feet;

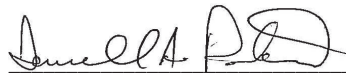
**THENCE** North 48 degrees 14 minutes 52 seconds West on said centerline 235.78 feet;

**THENCE** North 00 degrees 32 minutes 46 seconds East on said centerline 31.76 feet to the North line of said Grantor's parcel and the **POINT OF TERMINATION** of said centerline and said Permanent Easement & Right of Way, containing 1.856 acres, more or less; together with any related temporary workspace and additional temporary workspace, as shown on Exhibit "A", all situated in Kane County, Illinois.

Bearings, distances and coordinates shown hereon are based upon the Illinois Coordinate System of 1983, 2011 Adjustment: East Zone (US Survey Foot), as derived by static GPS observations tied to the NOAA CORS network, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in July of 2024.

This description was prepared in conjunction with a Plat of Easement (Exhibit "A"), prepared by TRC Pipeline Services, LLC, drawing number M.002443-AHP-TRC-A-PLAT-0193, Revision C, dated July 22, 2025.

Dated this 25<sup>th</sup> day of July, 2025.



Darrell A. Poundstone  
Licensed Professional Land Surveyor  
License No. 035-003485  
Expires: November 30, 2026





**Confidential Supplemental Agreement at Virgil Forest Preserve**

This Confidential **Supplemental Agreement** (“**Supplemental Agreement**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **The Forest Preserve District of Kane County**, whose address is 1996 S KIRK RD STE 320, Geneva, IL 60134, whether one or more, and their heirs, successors and assigns (the “**Landowner**”), and **ANR Pipeline Company**, a Delaware corporation, and its successors and assigns (“**ANR**”), with an address of **700 Louisiana Street, Suite 1300, Houston, Texas 77002**.

**WHEREAS, Landowner and ANR entered into that certain Easement and Right of Way Agreement at Virgil Forest Preserve (the “Agreement”);**

**WHEREAS, Landowner and ANR** desire to memorialize certain independent and collateral covenants related to the Agreement in this Supplemental Agreement; and

**WHEREAS,** the Construction Work Area (“**CWA**”) is defined as the entirety of the Workspaces referenced to and defined in the Agreement, including all Temporary, Permanent, and Staging Workspaces in addition to Access Roads more particularly described and defined in Exhibit A.

**NOW THEREFORE,** in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Landowner and **ANR** do hereby agree as follows:

1. **State and Federal Mitigation Requirements.** **ANR** shall follow the construction procedures and mitigation measures on agricultural land identified by FERC in any FERC assessment, authorization, or approval. **ANR** has developed an ***Illinois Agricultural Impact Mitigation Plan***, attached to as Exhibit “A”. This plan has been developed to prescribe best management practices to minimize or mitigate impacts on agricultural land that may occur due to pipeline construction. **ANR** may implement measures in a state-specific plan that are not inconsistent with the construction procedures and mitigation measures identified by FERC.

2. **Miscellaneous.** The terms of the Agreement are incorporated herein by reference and in the event of any conflict between the Agreement and this **Supplemental Agreement**, the terms of this **Supplemental Agreement** shall govern and control. Except for purposes of the construction and enforcement of this **Supplemental Agreement**, the terms and conditions of the Agreement shall remain unmodified. The Agreement, together with this **Supplemental Agreement**, constitutes the entire agreement between **Landowner** and **ANR** with respect to the

subject matter hereof, and shall inure to the benefit of and be binding on the **Landowner's** heirs, successors and assigns and **ANR's** successors and assigns.

3. **Pre-construction assessments.** Prior to the start of construction, **ANR** may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. **ANR** agrees to provide advance notice of its intention to conduct pre-construction assessments and **Landowner** agrees to permit the access needed.

4. **Compensation.** Upon execution of this Confidential Supplemental Agreement and the Agreements, and the Landowner Release and Payment Summary, **ANR** shall pay Landowner a sum of **Seven Hundred Seventy Two Thousand Nine Hundred Forty Seven Dollars and 80/100 (\$772,947.80)** as the total compensation for (i) acquiring the Right Of Way (ii) pre-paid damages, including but not limited to timber damages, and (iii) temporary workspace, which shall be paid to Landowners within ninety (90) days of execution of this Confidential Supplemental Agreement.

5. **De-Watering.** In the event water pumping from ditch lines becomes necessary, **ANR** may place, at its sole discretion, any appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the **CWA**, as defined in the Agreement. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event **ANR's** de-watering activities create the need for restoration to **Landowner's** land, crops, pasture, etc., **ANR** will provide **Landowner** reasonable compensation to restore such disturbed areas to their pre-construction condition as is nearly practicable.

6. **No-Obstruction.** **ANR** acknowledges and agrees that it shall not unreasonably obstruct Landowner's farm access on the Property nor allow its contractors, agents or employees to unreasonably obstruct the access thereto. **ANR** agrees that its project management staff will remind its project staff of such prohibition and will promptly cause any offending vehicle or equipment to be moved.

7. **General Crossings.** During construction and any subsequent alterations, repair, maintenance, or replacement of the pipeline(s), **ANR** agrees that it shall provide crossings over the **CWA** as may be reasonably practicable so as to permit Landowner, its tenants, livestock, equipment and vehicles the ability to cross such **CWA**.

8. **Landowner's Crossing of Easements.** During construction and any subsequent altering, repairing, removing or replacing of **ANR's** pipeline or the facilities, **ANR** agrees that if requested by Landowner, it will leave earthen plug(s) in the ditch line or otherwise provide

crossings along the ditch line as reasonably sufficient to permit Landowner, Landowner's tenants and/or livestock and/or equipment, to cross over the ditch at reasonable intervals.

9. **Restricted Ingress and Egress.** Ingress and egress to the Property shall be limited to the CWA unless specifically permitted by Landowner or in the event of an emergency.

10. **Notification.** Except in emergency conditions, ANR shall attempt to provide a minimum of 120 hours' notice prior to the entry upon Landowner's Property for construction activities. Acknowledgement of receipt of notice is not necessary prior to the entry upon Landowner's Property. To avoid payment of Agricultural Crop Loss, ANR will notify Landowner (8) months prior to planned construction to allow for removal of Agricultural Leases within the CWA. Failure to notify (8) months prior will require additional damages for Crop Loss in accordance with the 'Mitigation Agreement'.

11. **Time Frame/Schedule.** ANR currently anticipates initial project activities to begin in **Q3-Q4, 2026** with construction tentatively scheduled for **Q1-Q2, 2027** and additional reclamation needs throughout **2028**. This time frame may be changed at ANR's discretion. Notification of the final completion shall be communicated to Landowner by an ANR representative upon the project's completion of all of ANR's activities.

12. **Future Restoration.** Grantee agrees to adhere to the Soil Restoration Plan as outlined in Exhibit "B" for any future projects resulting in size change, removal or replacement of the pipeline relating to the Permanent Easement and Right of Way granted in the "Agreement". For standard operation and maintenance program needs, all activities will be in compliance with ANR's current internal standards at the time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the undersigned have duly executed this **Supplemental Agreement** as of the date set forth above.

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **Illinois Agricultural Impact Mitigation Plan: April 2025**

**EXHIBIT “B”**  
**To Confidential Supplemental Agreement**  
**Future Restoration Plan**

The term Grantor herein shall refer to the Landowner and the term Grantee herein shall refer to ANR and each party’s successors and assigns. Such terms may be used interchangeably. The mitigative actions (“Mitigative Actions”) specified in Paragraphs 1 through 13 of this Exhibit “B” will be implemented in accordance with the conditions listed below in Paragraphs A through F.

- A. All Mitigative Actions included in this Exhibit “B”, unless otherwise specified, will be implemented within 45 days of completion of and construction and activities on Grantor’s Property, weather and Grantor permitting. Temporary repairs will be made by Grantee during the construction process as needed to minimize the risk of additional damage that may result from an extended construction time period.
- B. Grantee will implement the Mitigative Actions included in this Exhibit “B” to the extent that they do not conflict with the requirements of any applicable federal, state and local rules.
- C. If any provision of this Exhibit “B” is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of this Exhibit “A” shall be interpreted as if it did not contain the unenforceable provision.
- D. **Restoration of Agricultural/Prime Farm Land.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense for crop loss and restoration.
- E. **Restoration of Turf Areas.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Seeding Mixtures: Seed for turf restoration shall be Class 1 (Lawn Mixture) and Class 4 (Native Grass) mixtures or Owner approved alternate.
- F. **Restoration and Seeding of Restored Prairie.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Mesic Prairie Seed Mix – **Appendix C**; or Owner approved alternate.

**DEFINITIONS**

When used herein:

“Agricultural Land” means land used for cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag. related facilities, feedlots, livestock

confinement systems, land on which farm buildings are located, and land in government set-aside programs.

“Cropland” means land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland but is currently in a government set-aside program.

“Pipeline” means and includes any pipelines installed, maintained or repaired pursuant to the terms of the Agreement and any pipe cross section in accordance with approved engineering plans and its related appurtenances and associated facilities, to be certificated for construction and operation in accordance with the Grant.

“Prime Farmland” means Agricultural Land comprised of soils which are defined by the USDA Natural Resources Conservation Service as being “Prime” soils (generally considered the most productive soils with the least input of nutrients and management).

“Restored Prairie” means and includes land that has been intentionally restored or is in the process of being restored to its pre-agricultural condition.

“Right-of-Way” means and includes the permanent easement conveyed to Grantee by Grantor.

“Turf Area” means and includes land that has been intentionally converted to a short grass surface.

1. Pipe Depth.

- a) Except for above-ground piping facilities, the Pipeline(s) will be buried with:
  - (1) a minimum of 2 feet of top cover where it crosses Cropland or pastureland comprised of Prime Farmland,
  - (2) with a minimum of 2 feet of top cover where it crosses wooded brushy land, and
  - (3) any above ground equipment shall be set at finished grade.
- b) Except as otherwise provided herein, in no instance will Grantee allow the amount of top cover over the Pipeline(s) to be less than 18 inches as a result of natural erosion.

2. Topsoil Replacement.

- a) The topsoil will be removed to a depth of thirty-six inches (36") or the actual topsoil depth, whichever is less, in the ditch line or trenched area. All other workspace areas, whether temporary or permanent, shall be stripped of no more than twelve inches (12"). Topsoil shall be piled and stored separately



from all other soils and be retained in a condition for replacement to the area or areas from which it was removed. In no event shall any topsoil be removed from Grantor's Property.

- b) All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile.
- c) In backfilling the trench, the stockpiled subsoil material will be placed back into the trench first unless civil engineering requires stone bedding.
- d) After replacement of the subsoil and topsoil, the surface of the topsoil shall be mounded or "crowned" so that, after any period of settling, the surface shall be level and at the same grade as the surrounding and adjacent grade and topsoil levels. Any excess topsoil not used to cover the trench area as stated above shall be spread on the surface of Grantor's Property in accordance with Grantor's reasonable instructions.

3. Repair of Damaged Tile Lines.

- a) Prior to construction, Grantee will request details of the location of drain tiles from Grantor. Grantee shall record the GPS location of all identified drain tile lines, including those identified by Grantor and those identified or damaged and repaired during construction or other phases of the Project. Grantee shall also mark the physical locations of the identified drain tile lines with stakes or flags prior to construction to alert construction crews of their presence. Markers identifying drain tile locations are to remain in place until restoration is complete or the tile lines are repaired.
- b) If a drain tile is damaged or severed during construction, it will be repaired to ensure it functions properly at the point of repair and maintains long-term usability. Temporary repairs using solid tubing may be installed to allow for continued drainage during construction, or a permanent repair may be made immediately.
- c) Prior to backfilling, the drain tile will be temporarily or permanently repaired, as the backfill schedule allows. Permanent repair will occur as soon as possible, based weather, soil conditions, and drain tile contractor availability permitting.
- d) If water is flowing through the damaged tile line, Grantee shall use best efforts to immediately temporarily repair the damaged tile until such time that permanent repairs can be made by a local, licensed, contractor. If the damaged drain tile-lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made within 30 days of the time damage occurred or before the next forecasted rain event, whichever is sooner. These exposed tile lines shall be screened or otherwise protected to prevent

the entry of foreign materials, small mammals, etc. into the tile lines until permanent repairs are made.

- e) All permanent drain-tile line repairs will be made within 30 days of the pipeline being laid in the trench on Grantor's property, weather, soil conditions, and drain tile contractor availability permitting. Grantee shall notify the landowner in writing if permanent repairs to drain tiles are expected to deviate from the 30 days. Alternatively, Grantee may compensate Grantor to complete the permanent repair themselves or with their preferred drain-tile contractor.
- f) Before completing permanent drain-tile repairs, all tile lines shall be probed or examined by other suitable means on both sides of the trench for their entire length within any work areas to check for tile that might have been damaged by vehicular traffic or construction equipment. If tile lines are found to be damaged, they will be repaired so they operate as well after construction as before the construction began.
- g) Following completion of the Project, Grantee shall be responsible for correcting all drain-tile line repairs that fail due to pipeline construction, provided those repairs were made by Grantee. Grantee will not be responsible for tile line repairs that Grantee pays Grantor to perform.
- h) If there is a concern for damages to the drain tile as a result of equipment and vehicle traffic along temporary access roads, weight dispersion equipment and/or material such as mats should be used.

#### 4. Rock Removal.

- a) The Pipeline trench, bore holes, or other excavations above the pipe may be backfilled with soil containing rocks that do not exceed, in concentration or size, that which existed prior to the Pipeline's construction; provided, however, that Grantee shall remove all rocks in excess of three inches (3") in diameter prior to backfilling and replacing the topsoil. Grantee shall at least annually remove any additional rocks in excess of three inches (3") in diameter which work their way to the surface for a period of one (1) year following the completion of the Pipeline.
- b) In areas of consolidated rock formations, suitable precautions will be taken to minimize the potential for blast rock to become interspersed with the soil material to be backfilled into the trench. Any rocks in excess of three inches (3") in diameter which become interspersed with soil material shall be removed by Grantee.
- c) Rocks and/or surplus subsoil not used to backfill the Pipeline trench, bore holes, or other excavations will be hauled off Grantor's Property.

5. Removal of Construction Debris. All surplus material, equipment skids, trash, litter and miscellaneous debris from the construction activity will be removed and properly disposed of during final cleanup and restoration.

6. Compaction, Rutting, Fertilization, Liming.

- a) Grantee shall chisel, disk or till with other appropriate equipment all Cropland traversed by construction equipment to a depth of 18 inches or actual topsoil depth, whichever is less, and all other land traversed by construction equipment to a depth of 12 inches. At least two (2) passes will be made over all lands to be chiseled, disked or tilled as described above. In areas where topsoil has been segregated over the work area and traversed by construction equipment passage, the subsoil will be plowed before replacing the segregated topsoil.
- b) All rutted land damaged by Pipeline construction will be restored to pre-construction contour as near as practicable.

7. Land Leveling.

- a) Following the completion of the Pipeline, Grantee will restore any Right-of-Way to its pre-construction elevation and contour as near as practicable should uneven settling occur or surface drainage problems develop at any time within one (1) year after completion of work due to settling or inaccurate land leveling following the Pipeline's construction.
- b) Grantee will provide Grantor with a telephone number and address which may be used to alert Grantee of the need to perform additional land leveling services.
- c) Grantee will provide such land leveling services within 45 days of receipt by Grantee of Grantor's written notice, subject to weather conditions, and Grantee's contractor availability..

8. Prevention of Soil Erosion. Subject to permit conditions, Grantee will implement a reasonable method to control erosion in accordance with Grantor or the appropriate county soil and water conservation district, if Grantor so requests.

9. Repair of Damaged Soil Conservation Practices. All soil conservation practices (such as terraces, grassed waterways, trees, etc.) which are damaged by the Pipeline's construction will be restored to at least their pre-construction condition as near as practicable.

10. Damages to Private Property. Grantee will pay for any damages occurring on Grantor's Property caused by the construction, maintenance, operation, inspection, repair, replacement, or removal of the Pipeline.

11. Advance Notice of Access to Private Property. Grantee intends to provide Grantor or their designated representative or tenant with a minimum of 48 hours prior written notice before accessing Grantor's Property for the purpose of commencing the construction of the Pipeline.

12. Crop Damage. Grantee acknowledges that Grantor has directed tenant farmer to farm the Grantor's Parcel and the Property. The parties agree that any crop damage incurred by the tenant farmer shall be compensated as set forth in the Agreement.

13. Applicability. The terms of this Exhibit "B" shall apply to all of Grantor's Property utilized or impacted by the activities of the Grantee, including but not limited to the Right of Way, Temporary Workspace, Additional Temporary Workspace, Staging Area, Temporary Access Road and the Temporary Easement Area, all as those terms are defined in the Agreement.

Appendix C:  
Mesic Prairie Seed Mix

Mesic Prairie Seed Mix			
Type	Species	Common Name	Seeding Rate (lbs/ac)
Forbs	<i>Asclepias tuberosa</i>	Butterfly Weed	0.350
	<i>Astragalus canadensis</i>	Canadian Milk Vetch	0.250
	<i>Baptisia leucantha</i>	White Wild Indigo	0.250
	<i>Cassia fasciculata</i>	Partridge Pea	0.250
	<i>Coreopsis lanceolata</i>	Sand Coreopsis	0.250
	<i>Coreopsis palmata</i>	Prairie Coreopsis	0.250
	<i>Coreopsis tripteris</i>	Tall Coreopsis	0.250
	<i>Dalea candida</i>	White Prairie Clover	0.125
	<i>Dalea purpurea</i>	Purple Prairie Clover	0.125
	<i>Echinacea pallida</i>	Purple Coneflower	0.125
	<i>Echinacea purpurea</i>	Broad-leaved Pur. Coneflower	0.500
	<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.250
	<i>Helioopsis helianthoides</i>	False Sunflower	0.125
	<i>Monarda fistulosa</i>	Wild Bergamot	0.125
	<i>Lespedeza capitata</i>	Round-headed Bush Clover	0.125
	<i>Oligoneuron rigidum</i>	Stiff Goldenrod	0.125
	<i>Parthenium integrifolium</i>	Wild Quinine	0.125
	<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.250
	<i>Ratibida pinnata</i>	Yellow Coneflower	0.350
	<i>Rudbeckia hirta</i>	Black-eyed Susan	0.250
	<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	0.125
	<i>Silphium integrifolium</i>	Rosin Weed	0.125
	<i>Silphium laciniatum</i>	Compass Plant	0.250
	<i>Silphium terbinthinaceum</i>	Prairie Dock	0.250
	<i>Symphyotrichum laevis</i>	Smooth Blue Aster	0.250
	<i>Symphyotrichum novae-angliae</i>	New England Aster	0.250
	<i>Verbena stricta</i>	Hoary Vervain	0.125
	<i>Vernonia fasciculata</i>	Common Iron Weed	0.125
	<i>Zizia aurea</i>	Golden Alexanders	0.250
		sub total	6.200
Grasses	<i>Bouteloua curtipendula</i>	Side-oats Grama	8.000
	<i>Elymus canadensis</i>	Canada wild rye	3.000
	<i>Panicum virgatum</i>	Switch Grass	1.000
	<i>Schizachyrium scoparium</i>	Little Bluestem	8.000
	<i>Sporobolus herterolepis</i>	Prairie Dropseed	0.250
		sub total	20.250
		Total Permanent Species:	26.450
Cover	<i>Avena sativa</i>	Seed Oats	32.000



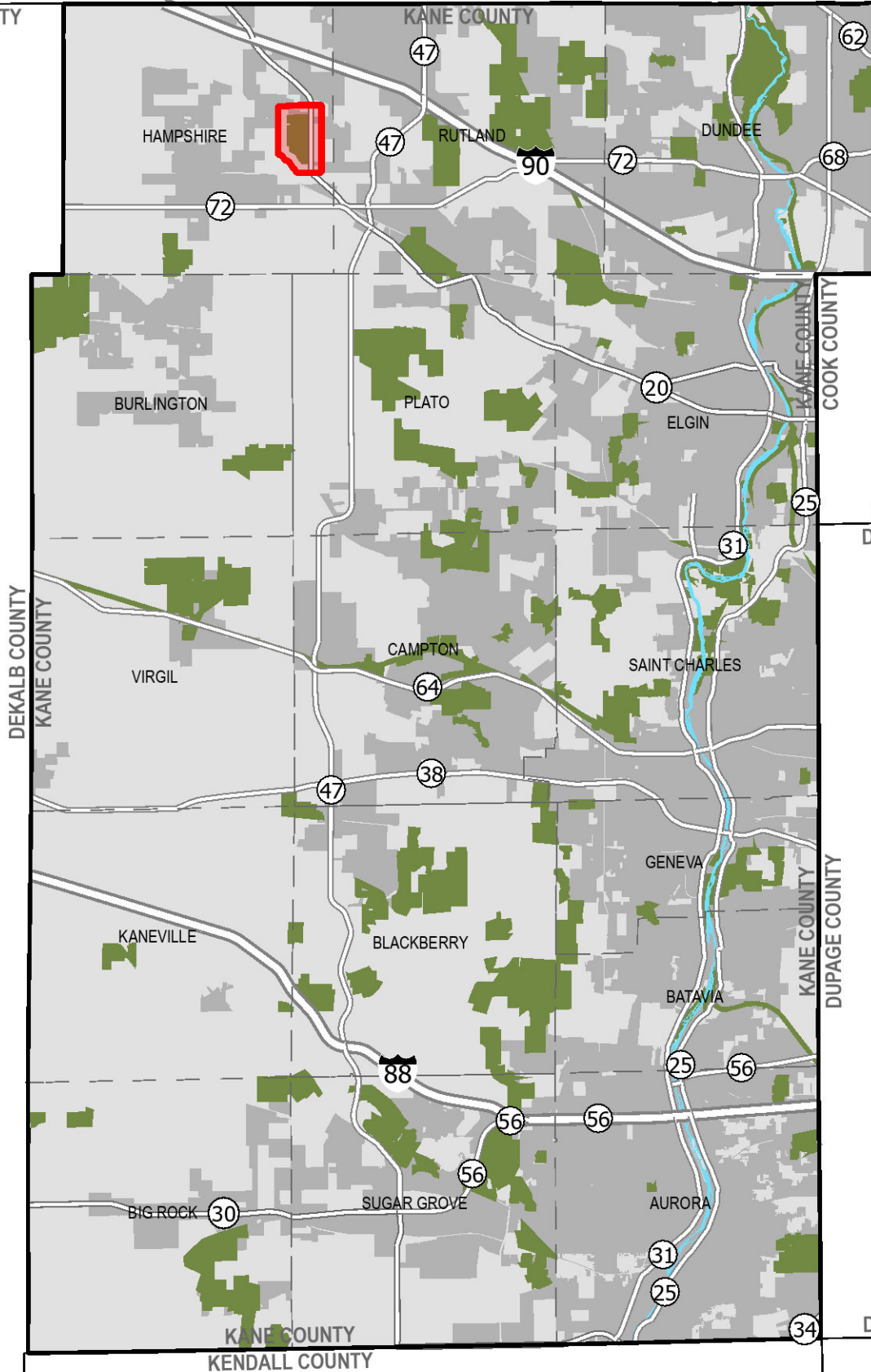
# Hampshire F.P.

County Location Map

Hampshire, IL

MCHENRY COUNTY  
DEKALB COUNTY

MCHENRY COUNTY



COOK COUNTY  
DUPAGE COUNTY

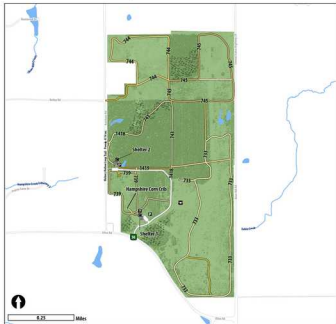


- Townships
- Fox River
- Forest Preserves
- Municipalities



DUPAGE COUNTY  
WILL COUNTY

# Hampshire Forest Preserve



## Entrance Information

446666 Miles Rd., Hampshire, IL 60140



Trail ID	Trail Name	Miles	Surface
733	Redwood Loop Trail	1.01	Wooded
768	Woodland Trail	0.51	Wooded
1004	Wickham Hollow Loop Trail	0.20	Gravel/Stone
1004	Wickham Hollow Loop Trail	0.2	Wooded
761	Wickham Hollow Loop Trail	0.45	Wooded
761	Wickham Hollow Loop Trail	0.45	Wooded
759	Proctor Loop Trail	0.04	Wooded
759	Joe		

Total Acres: 263  
Total Miles: 1.95

212



# TCE Pipeline Exhibit - Hampshire Forest Preserve



- ATWS, 0.46 Acres
- Permanent Easement, 0.6 Acres
- TWS, 0.2 Acres
- Forest Preserve
- Wetlands
- Hydric Soils

  
**213**  
CRIS  
Prepared By: K2T

## EASEMENT AND RIGHT OF WAY AGREEMENT AT HAMPSHIRE FOREST PRESERVE

THIS EASEMENT AND RIGHT OF WAY AGREEMENT (this “**Agreement**”), is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **The Forest Preserve District of Kane County**, whose address is 1996 S KIRK RD STE 320, Geneva, IL 60134 (whether one or more, the “**Grantor**”), and **ANR Pipeline Company**, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the “**Grantee**”). Grantor and Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Grantor is the present owner of certain real property being described in that certain Deed Executor’s, dated 1/11/2002, from Nancy Lee Sester and Karen Jean Ellett, as Executors of the Will of Doris L. Holze, deceased, to The Forest Preserve District of Kane County recorded in the Recorder’s Office for Kane County, Illinois in Document No. 2002K024026, identified as parcel number **01-13-300-021**, being more particularly described as The North One-Half (1/2) of the West One-Half (1/2) of the Southwest Quarter (1/4) of Section Thirteen (13), in Township Forty-Two (42) North, Range Six (6) East of the Third Principal Meridian, containing Forty Acres more or less,

(Except Parcel 1: That part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, Described as follows: Commencing at the Southwest corner of the Northwest Quarter of said Southwest Quarter; Thence North along the West line of said Quarter Quarter 411.5 feet for the point of beginning; Thence North along said West line 300 feet; Thence East at right angles to the last described course 375 feet; Thence South parallel with the West line of said Quarter Quarter 300 feet; Thence West at right angles to the last described course 375 feet to the point of beginning, in the Township of Hampshire, in Kane County, Illinois)

(Except Parcel 2: That part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, Described as follows: Commencing at the Southwest corner of said Northwest Quarter; Thence Northerly along the West line of said Northwest Quarter 711.50 feet; Thence Easterly at right angles to the last described course 375.0 feet for a point of beginning; Thence continuing Easterly along the prolongation of the last described course 233.0 feet; Thence Southerly parallel with said West line 373.91 feet; Thence Westerly at right angles to the last described course 233.0 feet to a line drawn parallel with said West line from the point of beginning; Thence Northerly parallel with said West line 373.91 feet to the point of beginning, in Hampshire Township, Kane County, Illinois.)

(Except Parcel 31: That part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, Described as follows: Commencing at the

Southwest corner of said Northwest Quarter; Thence Northerly along the West line of said Northwest Quarter 711.5 feet to the point of beginning; Thence continuing Northerly along the prolongation of the last described course, 50.00 feet; Thence Easterly at right angles to the last described course, 608.00 feet; Thence Southerly parallel with said West line 50.00 feet; Thence Westerly at right angles to the last described course, 608.00 feet to the point of beginning, in the Township of Hampshire, in Kane County, Illinois)

(Except Parcel 4: That part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, Described as follows: Commencing at the Southwest corner of said Northwest Quarter; Thence Northerly along the West line of said Northwest Quarter 411.50 for a point of beginning; Thence Easterly at right angles to the last described course, 375.0 feet; Thence Southerly parallel with said West line 295.0 feet; Thence Westerly parallel with the penultimate described course 375.0 feet to the West line of said Northwest Quarter; Thence Northerly along said West line 295.0 feet to the point of beginning, in Hampshire Township, Kane County, Illinois.) (the “**Property**”); and

WHEREAS, Grantee desires the right to use an easement and right of way in connection with the construction, operation, maintenance, removal, or abandonment of Grantee’s Facilities (as defined below), on, over, under and through Grantor’s Property, which easement and right of way is more particularly described in Exhibit A & Exhibit B attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, an exclusive perpetual easement and right of way to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, remove and/or abandon in place one pipeline and all above and below ground equipment and appurtenances thereto, including, but not limited to, cathodic protection equipment, pipeline markers, underground electric lines, and/or regulators (collectively, the “Facilities”) for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines, on, over, under, across and/or through a strip of land **50 feet** in width, as more particularly described in Exhibit A & Exhibit B (the “Right of Way”) together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of ingress and egress, by pedestrian, vehicle, or equipment, over and across the Property within the easements as described or along any existing roadways through the property.

2. **Temporary Easement Area.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee’s reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as “Temporary Work Space”, “Additional Temporary Work Space” and/or “Staging Area” (collectively, the “**Temporary Easement Area**”) as shown on Exhibit A & Exhibit B for the surveying, laying, constructing of, or other use for the Facilities installed pursuant to the terms herein and all activities incident thereto. Grantee’s rights to the Temporary Easement Area terminate once the original construction of the Facilities has been completed and restored.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such an event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Easement Area to conform to the actual location of the Right of Way and/or Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee's expense.

4. **Grantor's Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way and the Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee's exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), (iii) change the depth of cover over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), nor cause the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Right of Way and Temporary Easement Area, at Grantor's cost, all such encroachments, and clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Right of Way and Temporary Easement Area, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Right of Way and/or Temporary Easement Area of all encroachments and vegetation. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Right of Way and Temporary Easement Area. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way and/or Temporary Easement Area to any third parties without the prior written consent of Grantee.

5. **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

6. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantee has, or may have, to provide natural gas service from any of its pipelines or storage facilities to any and all residences or structures on Grantor's Property.

7. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "Claims") arising from personal injury or death or damage to property and any and all Claims of whatever

character asserted by third parties, to the extent such Claims result from the negligence or other wrongful acts of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims arising from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantor or Grantor's invitees or licensees.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance, or Grantee's exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee's construction, mitigation, and restoration activities within the Right of Way and Temporary Easement Area and the installation, presence, maintenance, ingress or egress to or from, or operation of the Facilities upon the Property. Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the negligence or other wrongful acts of Grantee.

8. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

9. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easements granted herein as a result of Grantee's use of the Right of Way and/or Temporary Easement Area, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Unless already covered by a mutually agreed upon Supplemental Agreement, Grantee shall pay Grantor the same price per acre that Grantee paid Grantor for the Temporary Easement Area.

10. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

11. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

12. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto, and incorporating any mutually agreed upon Supplemental Agreement at Hampshire Forest Preserve and/or Release, constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or

understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

13. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

14. **Arbitration.** Any dispute or claim arising out of or relating to this Agreement or any Supplemental Agreement and/or Release, or the breach thereof, shall be resolved by three disinterested arbitrators, one to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. The cost of such arbitration will be borne equally by the parties.

15. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

16. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

18. **Insurance.** Grantee, at its sole cost and expense, shall maintain and keep in effect comprehensive commercial general liability insurance in the minimum amount of \$2,000,000, covering, without limitation, any liability for personal injury, bodily injury (including, without limitation, death) and property damage arising out of Grantee's acts, omissions and use of the Easement Area. All general liability policies of insurance required herein shall name Grantor as an additional insured.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]



**GRANTOR:**

**The Forest Preserve District of Kane County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTOR**

State of \_\_\_\_\_ )  
 )SS  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the aforesaid State, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of **The Forest Preserve District of Kane County**, and to be the same individual whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that in such capacity he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

[SEAL]

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Michele Felts  
Ohio Valley Acquisition, LLC  
210 N. Walkup Ave.  
Crystal Lake, IL 60014

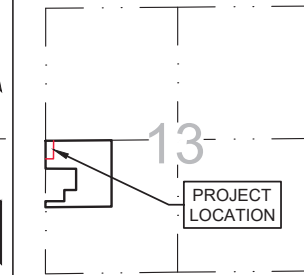
After recording return to:  
Ohio Valley Acquisition, LLC  
210 N. Walkup Ave.  
Crystal Lake, IL 60014

# NOTES

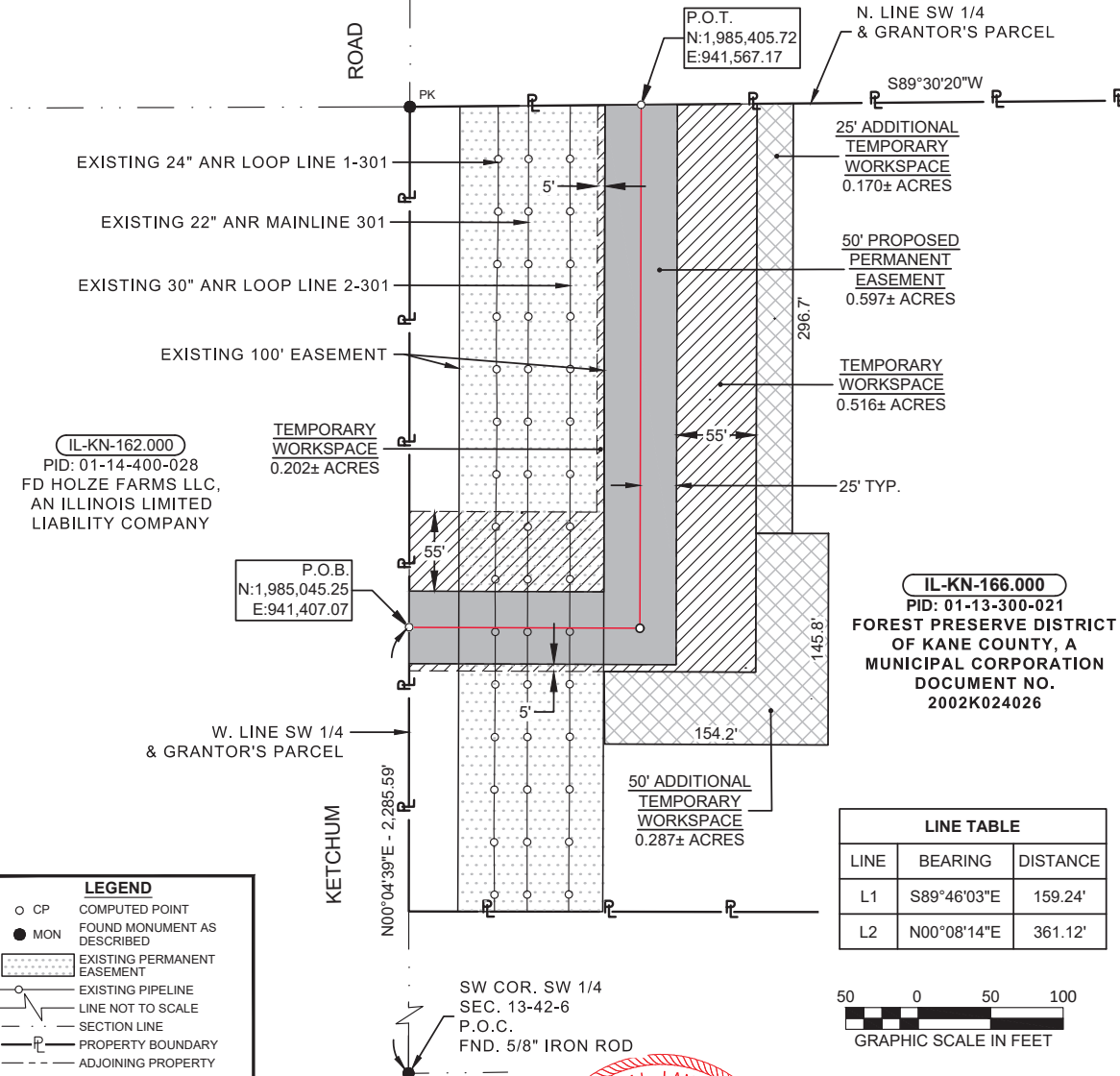
1. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY OF THE GRANTOR'S LAND PURSUANT TO TITLE 68: CHAPTER VII: SUBCHAPTER b: PART 1270 : SECTION 1270.56 OF THE ILLINOIS ADMINISTRATIVE CODE.
2. INFORMATION DEPICTED HEREON IS BASED UPON A FIELD SURVEY TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD INFORMATION PROVIDED BY THE CLIENT.
3. THIS PLAT DOES NOT PURPORT TO SHOW THE LOCATION OF EXISTING EASEMENTS, RIGHT-OF-WAYS OR RESTRICTIONS UNLESS OTHERWISE SHOWN.
4. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED UPON THE ILLINOIS COORDINATE SYSTEM 1983, 2011 ADJUSTMENT: EAST ZONE (US SURVEY FOOT), AS DERIVED BY STATIC GPS OBSERVATIONS TIED TO THE NOAA CORS NETWORK.
5. FIELD WORK COMPLETED JULY 16, 2024.

## EXHIBIT "A" KANE COUNTY, ILLINOIS SECTION 13, TOWNSHIP 42N, RANGE 6E

IL-KN-167.000  
PID: 01-13-100-020  
LONNIE D. HOLZE, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 8TH DAY OF JUNE, 1999, AND KNOWN AS THE LONNIE D. HOLZE DECLARATION OF TRUST, AN UNDIVIDED 1/2 INTEREST; LYNN F. HOLZE, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 19 DAY OF MARCH, 2012, KNOWN AS TRUST NUMBER 0319121, AN UNDIVIDED 1/2 INTEREST



VICINITY MAP  
N.T.S.



I HEREBY STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND CONTROL, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

*Darrell A. Poundstone*

DARRELL A. POUNDSTONE October 18, 2024  
LICENSED PROFESSIONAL LAND SURVEYOR  
NO. 035-003485 - EXPIRES November 30, 2024

ANR PIPELINE COMPANY			PLAT OF EASEMENT		 TRC Pipeline Services, LLC	
			FOREST PRESERVE DISTRICT OF KANE COUNTY, A MUNICIPAL CORPORATION		2087 E. 71st Street Tulsa, OK 74136 (860) 298-6347 Firm License No. 184.001811-0010 www.trccompanies.com	
REV#	DATE	DESCRIPTION	DWG BY:	MD	APP BY:	DAP
A	10/8/2024	ISSUE FOR USE	CKD BY:	JEW	DATE:	10/9/24
			DWG #:	M.002443-AHP-TRC-A-PLAT-0264	JOB #	548751
					SCALE:	1" = 100'
					SHEET NO. 1 OF 1	

## EXHIBIT "B"

IL-KN-166.000  
KANE COUNTY  
PIN 01-13-300-021

### PERMANENT EASEMENT & RIGHT OF WAY

Part of the Southwest Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, being a description of a fifty (50) feet wide Permanent Easement & Right of Way being over, through and across Grantor's parcel of land as described in Document Number 2002K024026 of the Official Records of Kane County, Illinois, said fifty (50) feet wide Permanent Easement & Right of Way lying twenty five (25) feet on each side of the herein described centerline, the sidelines of said Permanent Easement & Right of Way being lengthened or shortened to meet the boundary lines of said tract and being more particularly described as follows:

**COMMENCING** at an iron rod at the Southwest corner of said Southwest Quarter; thence North 00 degrees 04 minutes 39 seconds East on the West line of said Southwest Quarter and Grantor's parcel 2285.59 feet to the centerline of a proposed easement, said centerline being the **POINT OF BEGINNING**;

**THENCE** South 89 degrees 46 minutes 03 seconds East on said centerline 159.24 feet;

**THENCE** North 00 degrees 08 minutes 14 seconds East on said centerline 361.12 feet to the North line of said Southwest Quarter, said Grantor's parcel and the **POINT OF TERMINATION** of said centerline and said Permanent Easement & Right of Way, containing 0.597 acres, more or less; together with any related temporary workspace and additional temporary workspace, as shown on Exhibit "A", all situated in Kane County, Illinois.

Bearings, distances and coordinates shown hereon are based upon the Illinois Coordinate System of 1983, 2011 Adjustment: East Zone (US Survey Foot), as derived by static GPS observations tied to the NOAA CORS network, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in July of 2024.

This description was prepared in conjunction with a Plat of Easement (Exhibit "A"), prepared by TRC Pipeline Services, LLC, drawing number M.002443-AHP-TRC-A-PLAT-0264, Revision A, dated October 8, 2024.

Dated this 18<sup>th</sup> day of October, 2024.



Darrell A. Poundstone  
Licensed Professional Land Surveyor  
License No. 035-003485  
Expires: November 30, 2024



**Confidential Supplemental Agreement at Hampshire Forest Preserve**

This Confidential **Supplemental Agreement** (“**Supplemental Agreement**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **The Forest Preserve District of Kane County**, whose address is 1996 S KIRK RD STE 320, Geneva, IL 60134, whether one or more, and their heirs, successors and assigns (the “**Landowner**”), and **ANR Pipeline Company**, a Delaware corporation, and its successors and assigns (“**ANR**”), with an address of **700 Louisiana Street, Suite 1300, Houston, Texas 77002**.

**WHEREAS, Landowner and ANR entered into that certain Easement and Right of Way Agreement at Hampshire Forest Preserve (the “Agreement”);**

**WHEREAS, Landowner and ANR** desire to memorialize certain independent and collateral covenants related to the Agreement in this Supplemental Agreement; and

**WHEREAS,** the Construction Work Area (“**CWA**”) is defined as the entirety of the Workspaces referenced to and defined in the Agreement, including all Temporary, Permanent, and Staging Workspaces in addition to Access Roads more particularly described and defined in Exhibit A.

**NOW THEREFORE,** in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Landowner and **ANR** do hereby agree as follows:

1. **State and Federal Mitigation Requirements.** **ANR** shall follow the construction procedures and mitigation measures on agricultural land identified by FERC in any FERC assessment, authorization, or approval. **ANR** has developed an ***Illinois Agricultural Impact Mitigation Plan***, attached to as Exhibit “A”. This plan has been developed to prescribe best management practices to minimize or mitigate impacts on agricultural land that may occur due to pipeline construction. **ANR** may implement measures in a state-specific plan that are not inconsistent with the construction procedures and mitigation measures identified by FERC.

2. **Miscellaneous.** The terms of the Agreement are incorporated herein by reference and in the event of any conflict between the Agreement and this **Supplemental Agreement**, the terms of this **Supplemental Agreement** shall govern and control. Except for purposes of the construction and enforcement of this **Supplemental Agreement**, the terms and conditions of the Agreement shall remain unmodified. The Agreement, together with this **Supplemental Agreement**, constitutes the entire agreement between **Landowner** and **ANR** with respect to the

subject matter hereof, and shall inure to the benefit of and be binding on the **Landowner's** heirs, successors and assigns and **ANR's** successors and assigns.

3. **Pre-construction assessments.** Prior to the start of construction, **ANR** may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. **ANR** agrees to provide advance notice of its intention to conduct pre-construction assessments and **Landowner** agrees to permit the access needed.

4. **Compensation.** Upon execution of this Confidential Supplemental Agreement and the Agreements, and the Landowner Release and Payment Summary, **ANR** shall pay Landowner a sum of **Twenty Thousand One Hundred Thirty Eight Dollars and no/100 (\$20,138.00)** as the total compensation for (i) acquiring the Right Of Way (ii) pre-paid damages, including but not limited to timber damages, and (iii) temporary workspace, which shall be paid to Landowners within ninety (90) days of execution of this Confidential Supplemental Agreement.

5. **De-Watering.** In the event water pumping from ditch lines becomes necessary, **ANR** may place, at its sole discretion, any appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the **CWA**, as defined in the Agreement. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event **ANR's** de-watering activities create the need for restoration to **Landowner's** land, crops, pasture, etc., **ANR** will provide **Landowner** reasonable compensation to restore such disturbed areas to their pre-construction condition as is nearly practicable.

6. **No-Obstruction.** **ANR** acknowledges and agrees that it shall not unreasonably obstruct Landowner's farm access on the Property nor allow its contractors, agents or employees to unreasonably obstruct the access thereto. **ANR** agrees that its project management staff will remind its project staff of such prohibition and will promptly cause any offending vehicle or equipment to be moved.

7. **General Crossings.** During construction and any subsequent alterations, repair, maintenance, or replacement of the pipeline(s), **ANR** agrees that it shall provide crossings over the **CWA** as may be reasonably practicable so as to permit Landowner, its tenants, livestock, equipment and vehicles the ability to cross such **CWA**.

8. **Landowner's Crossing of Easements.** During construction and any subsequent altering, repairing, removing or replacing of **ANR's** pipeline or the facilities, **ANR** agrees that if requested by Landowner, it will leave earthen plug(s) in the ditch line or otherwise provide crossings along the ditch line as reasonably sufficient to permit Landowner, Landowner's tenants and/or livestock and/or equipment, to cross over the ditch at reasonable intervals.

9. **Restricted Ingress and Egress.** Ingress and egress to the Property shall be limited to the CWA unless specifically permitted by Landowner or in the event of an emergency.

10. **Notification.** Except in emergency conditions, ANR shall attempt to provide a minimum of 120 hours' notice prior to the entry upon Landowner's Property for construction activities. Acknowledgement of receipt of notice is not necessary prior to the entry upon Landowner's Property. To avoid payment of Agricultural Crop Loss, ANR will notify Landowner (8) months prior to planned construction to allow for removal of Agricultural Leases within the CWA. Failure to notify (8) months prior will require additional damages for Crop Loss in accordance with the 'Mitigation Agreement'.

11. **Time Frame/Schedule.** ANR currently anticipates initial project activities to begin in Q3-Q4, 2026 with construction tentatively scheduled for Q1-Q2, 2027 and additional reclamation needs throughout 2028. This time frame may be changed at ANR's discretion. Notification of the final completion shall be communicated to Landowner by an ANR representative upon the project's completion of all of ANR's activities.

12. **Future Restoration.** Grantee agrees to adhere to the Soil Restoration Plan as outlined in Exhibit "B" for any future projects resulting in size change, removal or replacement of the pipeline relating to the Permanent Easement and Right of Way granted in the "Agreement". For standard operation and maintenance program needs, all activities will be in compliance with ANR's current internal standards at the time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the undersigned have duly executed this **Supplemental Agreement** as of the date set forth above.

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **Illinois Agricultural Impact Mitigation Plan: April 2025**

**EXHIBIT “B”**  
**To Confidential Supplemental Agreement**  
**Future Restoration Plan**

The term Grantor herein shall refer to the Landowner and the term Grantee herein shall refer to ANR and each party’s successors and assigns. Such terms may be used interchangeably. The mitigative actions (“Mitigative Actions”) specified in Paragraphs 1 through 13 of this Exhibit “B” will be implemented in accordance with the conditions listed below in Paragraphs A through F.

- A. All Mitigative Actions included in this Exhibit “B”, unless otherwise specified, will be implemented within 45 days of completion of and construction and activities on Grantor’s Property, weather and Grantor permitting. Temporary repairs will be made by Grantee during the construction process as needed to minimize the risk of additional damage that may result from an extended construction time period.
- B. Grantee will implement the Mitigative Actions included in this Exhibit “B” to the extent that they do not conflict with the requirements of any applicable federal, state and local rules.
- C. If any provision of this Exhibit “B” is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of this Exhibit “A” shall be interpreted as if it did not contain the unenforceable provision.
- D. **Restoration of Agricultural/Prime Farm Land.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense for crop loss and restoration.
- E. **Restoration of Turf Areas.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Seeding Mixtures: Seed for turf restoration shall be Class 1 (Lawn Mixture) and Class 4 (Native Grass) mixtures or Owner approved alternate.
- F. **Restoration and Seeding of Restored Prairie.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Mesic Prairie Seed Mix – **Appendix C**; or Owner approved alternate.

**DEFINITIONS**

When used herein:

“Agricultural Land” means land used for cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag. related facilities, feedlots, livestock

confinement systems, land on which farm buildings are located, and land in government set-aside programs.

“Cropland” means land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland but is currently in a government set-aside program.

“Pipeline” means and includes any pipelines installed, maintained or repaired pursuant to the terms of the Agreement and any pipe cross section in accordance with approved engineering plans and its related appurtenances and associated facilities, to be certificated for construction and operation in accordance with the Grant.

“Prime Farmland” means Agricultural Land comprised of soils which are defined by the USDA Natural Resources Conservation Service as being “Prime” soils (generally considered the most productive soils with the least input of nutrients and management).

“Restored Prairie” means and includes land that has been intentionally restored or is in the process of being restored to its pre-agricultural condition.

“Right-of-Way” means and includes the permanent easement conveyed to Grantee by Grantor.

“Turf Area” means and includes land that has been intentionally converted to a short grass surface.

1. Pipe Depth.

- a) Except for above-ground piping facilities, the Pipeline(s) will be buried with:
  - (1) a minimum of 2 feet of top cover where it crosses Cropland or pastureland comprised of Prime Farmland,
  - (2) with a minimum of 2 feet of top cover where it crosses wooded brushy land, and
  - (3) any above ground equipment shall be set at finished grade.
- b) Except as otherwise provided herein, in no instance will Grantee allow the amount of top cover over the Pipeline(s) to be less than 18 inches as a result of natural erosion.

2. Topsoil Replacement.

- a) The topsoil will be removed to a depth of thirty-six inches (36") or the actual topsoil depth, whichever is less, in the ditch line or trenched area. All other workspace areas, whether temporary or permanent, shall be stripped of no more than twelve inches (12"). Topsoil shall be piled and stored separately

from all other soils and be retained in a condition for replacement to the area or areas from which it was removed. In no event shall any topsoil be removed from Grantor's Property.

- b) All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile.
- c) In backfilling the trench, the stockpiled subsoil material will be placed back into the trench first unless civil engineering requires stone bedding.
- d) After replacement of the subsoil and topsoil, the surface of the topsoil shall be mounded or "crowned" so that, after any period of settling, the surface shall be level and at the same grade as the surrounding and adjacent grade and topsoil levels. Any excess topsoil not used to cover the trench area as stated above shall be spread on the surface of Grantor's Property in accordance with Grantor's reasonable instructions.

3. Repair of Damaged Tile Lines.

- a) Prior to construction, Grantee will request details of the location of drain tiles from Grantor. Grantee shall record the GPS location of all identified drain tile lines, including those identified by Grantor and those identified or damaged and repaired during construction or other phases of the Project. Grantee shall also mark the physical locations of the identified drain tile lines with stakes or flags prior to construction to alert construction crews of their presence. Markers identifying drain tile locations are to remain in place until restoration is complete or the tile lines are repaired.
- b) If a drain tile is damaged or severed during construction, it will be repaired to ensure it functions properly at the point of repair and maintains long-term usability. Temporary repairs using solid tubing may be installed to allow for continued drainage during construction, or a permanent repair may be made immediately.
- c) Prior to backfilling, the drain tile will be temporarily or permanently repaired, as the backfill schedule allows. Permanent repair will occur as soon as possible, based weather, soil conditions, and drain tile contractor availability permitting.
- d) If water is flowing through the damaged tile line, Grantee shall use best efforts to immediately temporarily repair the damaged tile until such time that permanent repairs can be made by a local, licensed, contractor. If the damaged drain tile-lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made within 30 days of the time damage occurred or before the next forecasted rain event, whichever is sooner. These exposed tile lines shall be screened or otherwise protected to prevent

the entry of foreign materials, small mammals, etc. into the tile lines until permanent repairs are made.

- e) All permanent drain-tile line repairs will be made within 30 days of the pipeline being laid in the trench on Grantor's property, weather, soil conditions, and drain tile contractor availability permitting. Grantee shall notify the landowner in writing if permanent repairs to drain tiles are expected to deviate from the 30 days. Alternatively, Grantee may compensate Grantor to complete the permanent repair themselves or with their preferred drain-tile contractor.
- f) Before completing permanent drain-tile repairs, all tile lines shall be probed or examined by other suitable means on both sides of the trench for their entire length within any work areas to check for tile that might have been damaged by vehicular traffic or construction equipment. If tile lines are found to be damaged, they will be repaired so they operate as well after construction as before the construction began.
- g) Following completion of the Project, Grantee shall be responsible for correcting all drain-tile line repairs that fail due to pipeline construction, provided those repairs were made by Grantee. Grantee will not be responsible for tile line repairs that Grantee pays Grantor to perform.
- h) If there is a concern for damages to the drain tile as a result of equipment and vehicle traffic along temporary access roads, weight dispersion equipment and/or material such as mats should be used.

#### 4. Rock Removal.

- a) The Pipeline trench, bore holes, or other excavations above the pipe may be backfilled with soil containing rocks that do not exceed, in concentration or size, that which existed prior to the Pipeline's construction; provided, however, that Grantee shall remove all rocks in excess of three inches (3") in diameter prior to backfilling and replacing the topsoil. Grantee shall at least annually remove any additional rocks in excess of three inches (3") in diameter which work their way to the surface for a period of one (1) year following the completion of the Pipeline.
- b) In areas of consolidated rock formations, suitable precautions will be taken to minimize the potential for blast rock to become interspersed with the soil material to be backfilled into the trench. Any rocks in excess of three inches (3") in diameter which become interspersed with soil material shall be removed by Grantee.
- c) Rocks and/or surplus subsoil not used to backfill the Pipeline trench, bore holes, or other excavations will be hauled off Grantor's Property.

5. Removal of Construction Debris. All surplus material, equipment skids, trash, litter and miscellaneous debris from the construction activity will be removed and properly disposed of during final cleanup and restoration.

6. Compaction, Rutting, Fertilization, Liming.

- a) Grantee shall chisel, disk or till with other appropriate equipment all Cropland traversed by construction equipment to a depth of 18 inches or actual topsoil depth, whichever is less, and all other land traversed by construction equipment to a depth of 12 inches. At least two (2) passes will be made over all lands to be chiseled, disked or tilled as described above. In areas where topsoil has been segregated over the work area and traversed by construction equipment passage, the subsoil will be plowed before replacing the segregated topsoil.
- b) All rutted land damaged by Pipeline construction will be restored to pre-construction contour as near as practicable.

7. Land Leveling.

- a) Following the completion of the Pipeline, Grantee will restore any Right-of-Way to its pre-construction elevation and contour as near as practicable should uneven settling occur or surface drainage problems develop at any time within one (1) year after completion of work due to settling or inaccurate land leveling following the Pipeline's construction.
- b) Grantee will provide Grantor with a telephone number and address which may be used to alert Grantee of the need to perform additional land leveling services.
- c) Grantee will provide such land leveling services within 45 days of receipt by Grantee of Grantor's written notice, subject to weather conditions, and Grantee's contractor availability..

8. Prevention of Soil Erosion. Subject to permit conditions, Grantee will implement a reasonable method to control erosion in accordance with Grantor or the appropriate county soil and water conservation district, if Grantor so requests.

9. Repair of Damaged Soil Conservation Practices. All soil conservation practices (such as terraces, grassed waterways, trees, etc.) which are damaged by the Pipeline's construction will be restored to at least their pre-construction condition as near as practicable.

10. Damages to Private Property. Grantee will pay for any damages occurring on Grantor's Property caused by the construction, maintenance, operation, inspection, repair, replacement, or removal of the Pipeline.

11. Advance Notice of Access to Private Property. Grantee intends to provide Grantor or their designated representative or tenant with a minimum of 48 hours prior written notice before accessing Grantor's Property for the purpose of commencing the construction of the Pipeline.

12. Crop Damage. Grantee acknowledges that Grantor has directed tenant farmer to farm the Grantor's Parcel and the Property. The parties agree that any crop damage incurred by the tenant farmer shall be compensated as set forth in the Agreement.

13. Applicability. The terms of this Exhibit "B" shall apply to all of Grantor's Property utilized or impacted by the activities of the Grantee, including but not limited to the Right of Way, Temporary Workspace, Additional Temporary Workspace, Staging Area, Temporary Access Road and the Temporary Easement Area, all as those terms are defined in the Agreement.



Appendix C:  
Mesic Prairie Seed Mix

Mesic Prairie Seed Mix			
Type	Species	Common Name	Seeding Rate (lbs/ac)
Forbs	<i>Asclepias tuberosa</i>	Butterfly Weed	0.350
	<i>Astragalus canadensis</i>	Canadian Milk Vetch	0.250
	<i>Baptisia leucantha</i>	White Wild Indigo	0.250
	<i>Cassia fasciculata</i>	Partridge Pea	0.250
	<i>Coreopsis lanceolata</i>	Sand Coreopsis	0.250
	<i>Coreopsis palmata</i>	Prairie Coreopsis	0.250
	<i>Coreopsis tripteris</i>	Tall Coreopsis	0.250
	<i>Dalea candida</i>	White Prairie Clover	0.125
	<i>Dalea purpurea</i>	Purple Prairie Clover	0.125
	<i>Echinacea pallida</i>	Purple Coneflower	0.125
	<i>Echinacea purpurea</i>	Broad-leaved Pur. Coneflower	0.500
	<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.250
	<i>Helioopsis helianthoides</i>	False Sunflower	0.125
	<i>Monarda fistulosa</i>	Wild Bergamot	0.125
	<i>Lespedeza capitata</i>	Round-headed Bush Clover	0.125
	<i>Oligoneuron rigidum</i>	Stiff Goldenrod	0.125
	<i>Parthenium integrifolium</i>	Wild Quinine	0.125
	<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.250
	<i>Ratibida pinnata</i>	Yellow Coneflower	0.350
	<i>Rudbeckia hirta</i>	Black-eyed Susan	0.250
	<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	0.125
	<i>Silphium integrifolium</i>	Rosin Weed	0.125
	<i>Silphium laciniatum</i>	Compass Plant	0.250
	<i>Silphium terbinthinaceum</i>	Prairie Dock	0.250
	<i>Symphyotrichum laevis</i>	Smooth Blue Aster	0.250
	<i>Symphyotrichum novae-angliae</i>	New England Aster	0.250
	<i>Verbena stricta</i>	Hoary Vervain	0.125
	<i>Vernonia fasciculata</i>	Common Iron Weed	0.125
	<i>Zizia aurea</i>	Golden Alexanders	0.250
		sub total	6.200
Grasses	<i>Bouteloua curtipendula</i>	Side-oats Grama	8.000
	<i>Elymus canadensis</i>	Canada wild rye	3.000
	<i>Panicum virgatum</i>	Switch Grass	1.000
	<i>Schizachyrium scoparium</i>	Little Bluestem	8.000
	<i>Sporobolus herterolepis</i>	Prairie Dropseed	0.250
		sub total	20.250
		Total Permanent Species:	26.450
Cover	<i>Avena sativa</i>	Seed Oats	32.000

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS.

**REPORT NO. TMP-25-1508**

**PRESENTATION AND APPROVAL OF THE CLOSED SESSION MINUTES**



# AGENDA MEMORANDUM

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**DATE:** December 9, 2025  
**TO:** Forest Preserve District Commission  
**FROM:** Benjamin Haberthur, Executive Director  
**SUBJECT:** Presentation and Approval of the Closed Session Minutes of November 2020 through October 2025

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**PURPOSE:**

The purpose of this memorandum is to provide the Commission with the information to consider the release of Closed Session minutes and to request permission to destroy audio recordings of the same, which are older than 18 months and completely released.

**BACKGROUND:**

The Full Commission of the Forest Preserve District of Kane County, Illinois has reviewed the minutes of Closed Sessions pursuant to 5ILCS 120/2.06 and has made a determination as to whether the need for confidentiality still exists as to all or part of those minutes which have not been fully made public.

The Committee has determined that the need for confidentiality still exists as to the Closed Session minutes of 11/10/2020, 02/09/2021, 08/10/2021, 11/07/2022, 11/07/2022, 01/09/2024, 02/13/2024, 08/13/2024, 10/08/2024, and 04/08/2025.

The Committee has determined that there is no longer a need for confidentiality as to all or part of the Closed Session minutes of 09/13/2022 and 02/11/2025.

**RECOMMENDATION:**

Staff recommends the Commission approve the Closed Session minutes as presented.

**ATTACHMENT:** *None.*

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS.

**REPORT NO. DOC-2025-31**  
**DEPARTMENT MONTHLY REPORTS**



## Human Resources Department Memorandum

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TO: Benjamin Haberthur, Executive Director  
FROM: Jennifer Clough, Director of Human Resources  
DATE: December 9, 2025  
RE: November 2025 Report

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### **Human Resources:**

- In November, the District invited candidates to interview for its available Horticulturalist position; 2<sup>nd</sup> interviews with top applicants for this skilled position are planned for early December. In addition, the District interviewed six internal candidates for the open Crew Lead position at South Operations. Once the Crew Lead position is filled, it will leave a vacancy at the Ranger level which will need to be backfilled.
- The department onboarded its new Human Resources Manager. The position will oversee day to day operations, including in risk management and volunteer programming, lead the District's benefits management, and be pivotal in the ADP software migration and its related projects.
- The Finance and HR teams officially kicked off their collaboration in the development, implementation and ongoing management of new programs and processes related to the ADP payroll and HR software migration. Several department initiatives have been slowed to create bandwidth for this important work and in order to ensure the processes and policies can be adapted to the new technology solutions. Staff expects portions of the ADP suite of technology to go live throughout 2026.
- Early in the next calendar year, HR expects to present its review of the employee handbook to the Commission for consideration. Staff also continues to collaborate with Administration and legal counsel to revise the District's Organizational Ordinance to clarify language to align with current practice. This item will be presented in December.
- At its November meeting, the Commission approved the revised Section 125 Cafeteria Plan, initiating the Fall Open Enrollment period. This plan allows District employees to contribute to pre-tax healthcare and dependent care savings accounts or elect voluntary life insurance coverage. The Open Enrollment window ran from November 12, 2025, through November 21, 2025, with the Department having until early December to enter enrollment changes into its systems.
- The District has chosen to discontinue the Commuter Benefit option through IPBC because it does not meet the required eligibility criteria and, after offering the benefit, had zero employee enrollments. A review of the eligibility requirements, which include having at least 50 full-time employees, maintaining an office within one mile of an RTA fixed-route transit service in a designated area, and employing staff who work an average of 35 or more hours per week, confirmed that the Forest Preserve District of Kane County does not meet these criteria.
- Plan modifications related specifically to GLP-1 prescriptions drugs for weight loss have resulted in a 1% reduction to the District's premiums effective January 1, 2026. Staff is working to ensure its systems reflect the new employer and employee rates prior to the new year.
- The District continues its formal negotiations with the District's full-time police officers' collective bargaining unit with the Metropolitan Alliance of Police, having participated in a productive discussion in November. Its third bargaining session is planned for December 11, with future dates calendared into January, as needed.
- The membership of the District's insurance cooperative, IPBC, elected to establish four additional and separate benefit plan options for Retirees over the age of 55, which required department staff to communicate one on one with affected retirees in order to support their selection and enrollment processes. In addition, the department has had to modify its billing reconciliation steps and IMRF retiree insurance deductions. The enrollment period, which extends through December 1<sup>st</sup>, has resulted in one participant to date.



## Human Resources Department Memorandum

- In November, department staff attended the following; Form I9 Training, PDRMA safety trainings including its annual Risk Management Institute (RMI), Drug and Alcohol Training for Supervisors and a potential new site tour.

### Safety and Wellness:

**There was one employee injury reported in the month of November, for an injury sustained at the end of October. A police officer was walking during an investigation and felt pain in their foot, with pain extending into the knee several days later. The officer is off duty while completing medical treatment until 12/15/25.**

- Work is nearing completion on the open weather-damage claim at Hughes Creek Golf Course, related to the June 8, 2025 storm. The new roof has been installed, and once all invoices are received, they will be forwarded to PDRMA for claim closure.
- The Safety and Wellness Coordinator participated in the joint safety committee meeting with the McHenry County Conservation District and the Lake County Forest Preserve District. The group exchanged safety program best practices, conducted a facility inspection, and collaborated on strategies to further enhance employee safety.
- Staff attended the planning meeting for the new Nature Playspace at LeRoy Oakes FP at the meeting, responsibilities included reviewing signage and surface requirements for safety in anticipation of a groundbreaking scheduled for spring of 2026.
- The Department facilitated Red Cross CPR and First Aid training for staff, completing the 2025 training cycle. A total of 47 employees were re-certified this year. In addition, the team updated the OSHA-required injury logs for 2025 and prepared the records for the annual posting at year-end.
- The Safety and Wellness Coordinator completed the documentation for the 2025 PDRMA SMART Goal related to the Work Capacity Test Pilot Program with the Natural Resources team and drafted a follow-up proposal for implementing the test for the 2026 prescribed burn season. A planning session is scheduled for January to determine next steps.

### Volunteer Resources:

**In November, 542 volunteer hours at 20 events were given to the District!**

- November was unseasonably warm and dry; which contributed to successful volunteer events and work days. The longest seed team ever wrapped up at Bliss Woods on Nov 5<sup>th</sup> with the District's 17<sup>th</sup> harvest of the season!
- The Volunteer Coordinator led a tour at Duerr during the Preservation Partners Volunteer Appreciation event on November 9, utilizing the trolley from the Fox Valley Trolley Museum.
- The department developed a draft Volunteer Satisfaction Survey to help identify opportunities for process improvements and potential program enhancements. The information gathered through this process is intended to inform some of staff's key areas of focus in the new year.
- Staff attended the Giant Steps Thanksgiving event at St. Katherine Drexel Church in Sugar Grove on November 20.
- The Volunteer Coordinator facilitated the Morton Arboretum's online Volunteer Leadership class.
- The Stewardship Specialist attended five work days in the month of November, a site walkthrough at Glenwood Park, Tekakwitha, Blackberry Maples, Johnson's Mound, and Bliss locations.
- Following a productive internal strategy meeting, the Volunteer Office is now working more closely with the Community Engagement team to strengthen volunteer outreach and recruitment efforts. Upcoming social media content, project outreach, and volunteer feedback were all discussed.



## Human Resources Department Memorandum



Left: Plant Ecologist Monika K. hosts the final seed harvest of the season at Bliss Woods 11-5.

Right: Special guests from Headquarters and Creek Bend joined the final harvest 11-5.



Left: Safety and Wellness Coordinator Chuck M. goes over our Bleeding Control course for staff on 11-13.

Right: GiantSteps Thanksgiving in Sugar Grove on 11-20.





# Public Safety Department Memorandum



TO: Benjamin Haberthur, Executive Director  
FROM: Paul Burger, Director of Public Safety/Chief of Police  
RE: November 2025 Report

## REPORTS

21 reports were taken from 130 dispatched calls for service.

## CITATIONS & WARNINGS ISSUED

13 total citations written: 11 ordinance violations, 2 written warnings.

## REPORT HIGHLIGHT SYNOPSIS

### Criminal Damage to Property

Juveniles were found riding minibikes in Campton FP. Officers found evidence of a minibike track and treehouse being constructed in the preserve. The juveniles admitted involvement. The parents were contacted and ongoing investigation is taking place to find all offenders involved.

Another report came in from a patron who came across a moto-cross-style crack being constructed at Pingree Grove FP, and significant damage. The area contained multiple dug out holes and mounds consistent with a developing track, a burn pit, and multiple pieces of litter. Investigation is ongoing to locate the offenders.

### Illegal Dumping

While on patrol at Mill Creek FP, an officer came across dumped items, including a TV, six pumpkins, and bottle of whiskey. No identifying information was able to be found.

A second instance of illegal dumping took place a few days later at Mill Creek FP. Refuse dumped included four bundles of carpeting and a bag of wood nail strips. No identifying information was found.

### Suicide

Firefighters at Elburn/Countryside Fire Station in Maple Mark heard a loud sound that came from the direction of the Great Western Trail, south of the station. Staff ran outside and found a man deceased from a self-inflicted wound. The coroner's office was called to the scene and a note from the deceased was found. Family was notified and the scene was cleared.

## TRAINING & MEETINGS

### **Meetings:**

- PT Admin. Specialist Orientation (Chief Burger, Sgt. Hayes, Furtek)
- MAP 315 (Chief Burger)
- IPLEA Meeting (Officer Kelly)
- Mounted Rangers (Ofc. Rochotte)

### **Training:**

- Departmental Police Law Training / Racial Profiling, Implicit Bias, & Cultural Competency
- Pistol Optics Train the Trainer / NEMRT (Chief Burger)
- Emergency Medical Training / NEMRT (Chief Burger, Ofc.'s Addante & Holmes, Furtek)
- High Risk Vehicle Stops / NEMRT (Ofc. Bovio)
- Conflict Resolution & De-escalation / NEMRT (Ofc. Konecki)
- Responding to Autism / NEMRT (Sgt. Hayes, & Ofc. Konecki)
- Ballistic Shield Operation / NEMRT (Chief Burger, Ofc.'s Kotlarz & Podschweit)
- Sexual Assault Trauma Informed Response / NEMRT (Sgt. Hayes)





## November 2025 Reports by Location/Offense

Location	Dumping	Investigations - Other	Criminal Damage to Property	Theft - Property	Property - Recovered	Accidents - Property Damage	Suspicious - Incident	Check For Welfare/Well being	Burglary to Motor Vehicle	Animal Investigation	Hunting	Report Followup	Minibikes	Alcohol Prohibited	Suicide	Order of Protection Violation	Grand Total
Brunner Family F.P.								1								1	
Burlington Prairie F.P.								1								1	
Fabyan F.P. (West)					1											1	
Helm Woods F.P.				1												1	
#N/A		1														1	
Pingree Grove F.P.			1													1	
Campton F.P.			1													1	
Fox Valley Ice Arena										1					1	2	
Mill Creek F.P.	2															2	
Great Western Trail - St. Charles Twp.					1			1				1		1		4	
Elburn F.P.						1										1	
Dick Young F.P.													1			1	
Fox River Bluff West F.P.							1									1	
LeRoy Oakes F.P. - Trail Head									1							1	
Other										2						2	
Grand Total	2	1	2	1	1	1	1	1	2	1	3	1	1	1	1	21	



## Natural Resource Management Department Memorandum

TO: Benjamin Haberthur, Executive Director  
FROM: Patrick Chess, Director of Natural Resources  
RE: November 2025 Department Monthly Report

### LAND MANAGEMENT

#### NATURAL RESOURCE MANAGEMENT

##### *Restoration*

##### Fall Prescribed Burn Season

Over 450 acres have been burned to date this fall, divided between 17 burns. Some highlights of the season include burns conducted at Bowes Creek Woods, Burlington Prairie, and LeRoy Oakes Forest Preserves. Conditions were fairly typical for a fall season this year, resulting in a productive season overall. A full report will be delivered to the Commission in spring when conditions are normally more conducive to prescribed fire. Heavy snowfall on the last day of November put an effective end to the fall burn season.

##### Seed Processing

Staff continued to spend time last month processing seed for planting. The upcoming dormant season will be the best time to sow prairie, and staff will intersperse seed sowing projects amongst the brush clearing projects as time and weather dictate this winter. Staff will disperse seed by tractor, trail-vehicle, or even by hand.

Proper seed processing is important in order to maximize yield and quality of production. Staff prepares the seed by drying, threshing, and cleaning. To begin the process, collected seed is laid out and dried. Once sufficiently dried, the seed is milled. We use a hammer mill machine to chop up the collected seed in preparation for the clipper and fan mill. To clean seed, staff use screens with various hole sizes to filter the seed and remove unnecessary plant materials. These screens are put into the clipper machine, which then uses strong vibrations to facilitate the sifting process.



*Prescribed burn conducted at Grunwald Farms Forest Preserve.*



*Restoration technician Justin Lechner processing seed.*

Approximately \$210,000 worth of native seed was purchased via bid from various native seed vendors this year (combined Operating and Construction & Development budgets and grants). Orders will arrive in early December and they will be mixed with our 2025 volunteer collected seed harvest. These mixes will establish approximately 250 acres of new prairie (agricultural conversion) at Johnson's Mound and Rutland North Forest Preserves. The remainder are designed for dozens of acres worth of enrichment projects across ongoing restorations.

### ***Wildlife***

#### **Avian Research**

Wildlife staff have started a new raptor research project. Partnering with Millikin University and the Illinois Raptor Center, staff will be banding and taking samples from common raptor species throughout the county. Samples will be used in health studies for Millikin student projects. Red-tailed hawk research will be used to contribute to a larger, long-term collaborative study called "The Red-tailed Hawk project".

Staff have continued to survey for waterfowl and other species at Muirhead Springs. Highlights from November include merlin, northern shrike, Trumpeter swans, Lapland longspurs, increases in several waterfowl species including wigeon, black duck, gadwall, pintail, scaup, ring-necked duck and others.

#### **Deer Management Program**

The District's 2025-2026 Deer Management Program was active at all sites in the program as of 11/1. The opportunity for season 1 hunters ended on 11/11 at Brunner/FRS, Binnie North, Freeman Kame, Lone Grove and Needham. Season 2 began on 11/12. As of 11/26 harvest numbers were: Brunner/FRS (19), Binnie North (2), Big Rock (6), Freeman Kame (19), Lone Grove (3) and Needham (5). Hunting at Big, Rock and Needham was closed from 11/21-11/23 during the first firearm deer season. Lone Grove closed to hunting on 11/11 in 2025.



*Juvenile red-tailed hawk caught near Grunwald Forest Preserve.*





## Operations Department Memorandum

TO: Benjamin Haberthur, Executive Director  
FROM: Jeremy Jensen, Director of Operations  
RE: November 2025 Department Monthly Report

### OPERATIONS

#### Trail Maintenance & Dumped Refuse Cleanup

Trail maintenance is an ongoing, District-wide, year-round process; as mow season comes to an end, more attention can be focused on other trail work. This can include anything from tree removal and trimming along trail edges, to minor bridge repairs, and surface maintenance. Colder temperatures, rain, and even early season snow allow for easier access on our normally busy trail systems. New to the District this year, an expanded trail system has been installed at Big Rock Forest Preserve, including a new limestone loop on what was the old Deer Valley Golf Court. Crews replaced bridge decking and have been out to grade these new surfaces after equestrian traffic on the surface, reducing hazards for trail users caused by the divots left in the surface by the horses.

Staff recently completed a large-scale cleanup of a junk pile that was discovered a short distance off the internal trail system on the Stoney Creek FP property. The debris was revealed when the vegetation died back, staff noticed the materials partially covered by leaves in a ravine. The most difficult aspect of the project was getting the materials up out of the ravine to haul them away. After a lot of hiking up and down the hillside, they hauled out 1,500 lbs. of scrap metal, 30 used tires, and a full dump truck load of fencing, lumber and miscellaneous trash, with the majority of materials taken to recycling services.

#### Equipment Maintenance

Regular vehicle and equipment services and repairs continued in November. Utility carts were the main focus for Fleet this month. End of the season annual inspections and services have been completed for South Operations and Natural Resources; with North Operations equipment slated for early December. Cart inspections and services include tire evaluations, suspension checks, electrical diagnostics, drivetrain repairs, cooling system services, axle



*Staff preparing a cart to grade trail surfaces.*



*Photo of some of the debris found and cleaned up at Stoney Creek FP.*



*The 2025 Polar Express kicked off last month at Jon Duerr FP.*

## Operations Department Memorandum

November Report

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replacements, brake inspections, tune-ups, oil changes, and filter replacements. These utility carts are utilized throughout the year for campground duties, preserve maintenance, trail upkeep, and heavy usage during the Districts prescribed burn seasons.

### Bison Support

Operations staff have been busy behind-the-scenes with the bison project at Burlington Forest Preserve. New and additional signage was created for the enclosure to warn the public about safety surrounding the area of the fence area and a shed was constructed for storage of needed supplies.



*One of the carts utilized during prescribed burns that is maintained by fleet crew.*





## Planning & Land Protection Department Memorandum

TO: Benjamin Haberthur, Executive Director

FROM: Jennifer Rooks-Lopez, Director of Planning & Land Protection  
Zach Tegge, Landscape Architect

RE: November 2025 Department Monthly Report

### LAND ACQUISITION & PLANNING

Staff continues to work with the Land Acquisition Committee on the evaluation and acquisition of properties.

### GRANT PROJECTS

#### OSLAD GRANT ARCHERY RANGE AND PRESERVE DEVELOPMENT AT MILL CREEK GREENWAY FP

The District was awarded an Open space Land Acquisition Grant (OSLAD) in 2023 for improvements to the Mill Creek Greenway Forest Preserve. This project will develop the 62.5 acres purchased in 2016 with Land Water Conservation Funding (LWCF) by introducing resource-based recreation elements that include an outdoor archery range (first of the District's kind), interpretive nature trails, 60+ acres of prairie restoration, parking, restrooms, and design for a future linkage to a regional bike trail.



#### Project Updates:

- Paved walkways installed before the cold weather set in late November. Shelter was delivered to the site before the 8" snow fall. Crews will work to install the shelter building in December, along with the cantilevered dugouts and benches.

#### RTP GRANT LIMESTONE TRAIL RESURFACING AT FITCHIE CREEK FP

On September 24, 2024 the District was awarded a Recreational Trail Program (RTP) grant to assist in the restoration of the existing limestone trail at Fitchie Creek Forest Preserve. Sections of the trail, especially that section within the wooded area, experience significant washout and flooding. The project will include addressing



known drainage issues and resurfacing of the limestone trail. The RTP grant, will fund 80% of the project costs up to \$200,000.00.

Project Updates:

- Design and engineering are expected to begin in Fall. The project is expected to be bid in winter 2025/2026 with construction anticipated to begin in early summer 2026.

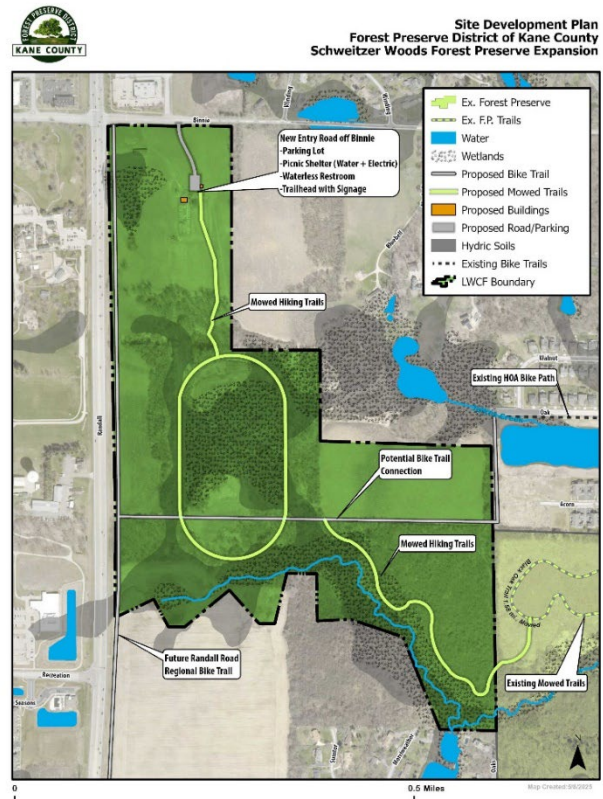
## GRANT APPLICATIONS – PENDING

### LWCF GRANT AND OSLAD GRANT APPLICATIONS FOR SCHWEITZER WOODS EXPANSION PROJECT

The Forest Preserve District of Kane County seeks funding assistance through the 2025 LWCF or OSLAD grant cycles to acquire an additional 122 acres of ecologically significant land adjacent to the existing Schweitzer Woods Forest Preserve. This expansion is aimed at protecting sensitive habitats, enhancing recreational opportunities, and ensuring long-term conservation of regional biodiversity. The proposed property lies immediately west of the current Schweitzer Woods Forest Preserve boundary and represents a rare opportunity to secure contiguous natural land in a rapidly urbanizing area of northern Kane County. The land is primarily composed of upland oak-hickory woodlands, open meadow, and seasonal wetlands, consistent with the native ecological profile of the existing preserve. Acquisition of this land will not only preserve these important habitats but will also expand passive recreational access and trail continuity for the public.

Project Updates:

- On November 18<sup>th</sup>, the District received notification from Illinois Department of Natural Resources (IDNR) that our Land and Water Conservation Fund (LWCF) grant application, submitted in May has been forwarded to the National Parks Service for review. No word yet on the status or the OSLAD application.



### OSLAD GRANT WILDLIFE OBSERVATION PLATFORM AT MUIRHEAD SPRINGS FP

Muirhead Springs Forest Preserve contains the first wetland mitigation bank created by the District. The volume and diversity of birds that have returned to this wetland is unrivaled by any previous projects completed by the District. Multiple state and federal threatened and endangered species have been seen utilizing the site, and the word of this success is widespread amongst the “birding” community. As a result, birders have inundated the site hoping for glimpses of these rarities. This increase in visitors to the preserve has created issues with the establishment of the wetland plants required for the mitigation



bank. The proposed wildlife-observation platform was included as a key project for the 2024 Land Acquisition & Preserve Improvement Referendum. It includes the construction of a raised observation deck that would be installed close to the water. It would allow visitors of differing abilities access to view the birds and the wetland, without causing damage to the plant community and disturbing the birds' activities. The District plans to seek funding assistance from the Illinois Department of Natural Resources (IDNR) Open Space Land Acquisition & Development grant (OSLAD) which, if awarded, would reimburse up to \$600,000 for development.

Project Updates:

- District applied for the OSLAD grant in September, awards are expected to be announced in January 2026.



## **CAPITAL PROJECTS**

### **WETLAND/STREAM MITIGATION BANK PROJECT AT MUIRHEAD SPRINGS FP**

In 2017, the District began planning to restore over 200 acres of wetland at Muirhead Springs Forest Preserve as part of a wetland mitigation bank. V3 Companies was chosen and approved to be the consultant for this project. Staff and V3 met on-site to review the site conditions.





Project Updates:

- V3 continues management of the plantings. Additional planting is expected in fall 2025.

**TRAIL IMPROVEMENTS AT BRUNNER FAMILY FP**

The Brunner Family (709.22 acres) and Buffalo Park (28.46 acres) Forest Preserves total 737.92 acres, and are located in the northeast corner of Kane County. In 2024, the District completed improvements at the far north end of the preserve. This included a new shelter, bathroom, and trail connection from the northerly parking lot to shelter/bathroom parking lot, and a new sled hill. Improvements proposed for 2025-2026 include grading and drainage improvements along the older section of limestone trail and resurfacing the section of asphalt trail.

Project Updates:

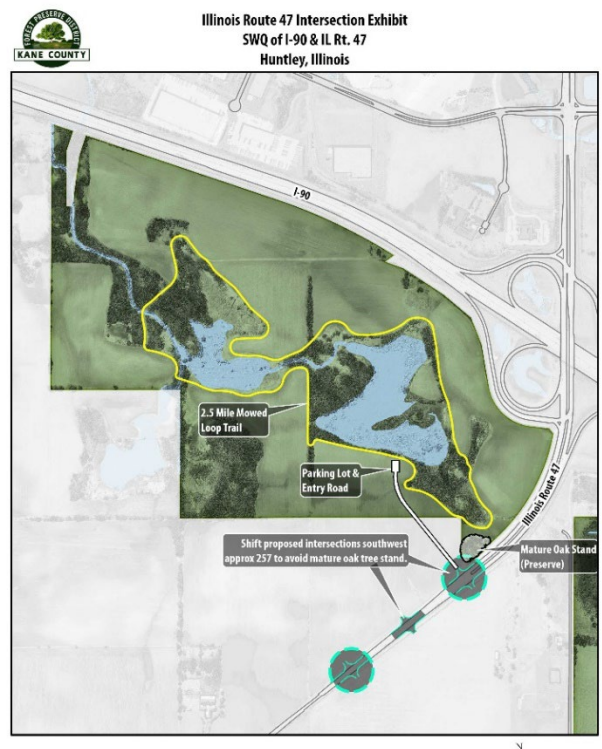
- Project complete. Holding small percent of last invoice for any necessary restoration in Spring 2026.

**NEWLY ACQUIRED FOREST PRESERVE IN HUNTLEY – ROUTE 47 ACCESS**

In 2024, the District acquired 298 acres in Huntley, at the southwest intersection of Illinois Route 47 (IL-47) and Interstate 90 (I-90). The property includes old oaks, a never-plowed sedge meadow, and more than 25 acres of prime waterfowl habitat. During the acquisition process, it was discovered that the approved entrance to the property is located at the edge of the eastbound I-90 exit ramp and IL-47. As part of the acquisition, an access easement on IL-47 was granted to the District by the adjacent property owner and the Village of Huntley. However, before a new entrance can be constructed, the District must also seek approval from IDOT.

Project Updates:

- Project kick-off meeting held on August 5<sup>th</sup>. CBRE is working on concept plans to submit to IDOT for approval in December/January.



## RESURFACING OF HUGHES CREEK GOLF CLUB CART PATHS AND NEW CART PATH CONSTRUCTION AT SETTLER'S HILL GOLF COURSE

The existing cart paths at Hughes Creek Golf Club were installed in phases from the late 1990's to the early 2000's and are showing significant signs of deterioration and failure in large sections. Just recently, half of hole #4 and up to hole #9 green were resurfaced. This project will focus on pulverizing-in-place and resurfacing cart paths near the clubhouse, and from hole #1 to the bridge at hole #4. Minor path adjustments will be made additionally near the clubhouse and at green #1. The additional surface course will add approximately 3" of height to the path, and will be backfilled and seeded to maintain a smooth transition. In between holes #3 and #4, certain portions of the cart path will be converted from decomposed granite to either limestone or asphalt.



The existing numbered layout at Settler's Hill Golf Course was designed so that golfers would have the option to return to a potential new clubhouse near the new driving range, after holes 9 and 18. This project focuses on adding key cart path connections so that golfers can return to the existing clubhouse after holes 9 and 18. This will involve building a new path from the current tee box at #6 and connect to current tee box #15. A new split path will be built just west of the clubhouse to allow golfers to drive up to the new #10 tee and return down the same path after the new #18.

### Project Updates:

- Paving completed in November for both courses. Restoration along the sides of the cart paths was not completed before the 8" snow fall in late November.





## RELOCATION OF EAKIN CREEK CROSSING AT RUTLAND FP

Rutland Forest Preserve is a large preserve located just west of Elgin on Big Timber Road. The area of the preserve north of Big Timber Road has been improved with picnic areas, parking, and trails. The area south of Big Timber Road has some areas of wetland along Eakin Creek, which flows through the site, however a majority of the site is currently farmed in the District's agriculture program. Currently, access to the agricultural field utilizes an easement with the adjacent land owner. The current crossing over the creek is very narrow for the wide farming equipment, and the supporting footings are beginning to fail. In 2017, WBK Engineering was retained by the District to review the existing conditions and recommend the best approach to address concerns. It was determined that the best long-term solution would be to abandon and remove the existing crossing, and construct a new wider structure further to the east. The new location would allow the District to eliminate the shared access easement with the adjacent land owner, to reduce risk and establish a future public access to the southern half of Rutland Forest Preserve. The wider crossing will be safer for the current farmer and District maintenance vehicles it and will be designed in such a way as to accommodate pedestrians when the area is restored.



### Project Updates:

- Staff met with WBK engineering to review 75% plans prior to submitting for the required permits. The permitting process is expected to take a few months. The project is expected to bid in early Spring 2026 with construction in Summer 2026.

## MISCELLANEOUS UPDATES

- November 7<sup>th</sup>, Staff met at Creek Bend Nature Center to discuss the proposed Nature Play Space plans.
- November 19<sup>th</sup>, the District was the Prairie State Conservation Coalition awarded the District an Acquisition of Land or Conservation Easement Grant of up to \$190,000.00 for the acquisition of the Rolling Oaks parcel at Meissner Corron Forest Preserve.
- November 19<sup>th</sup>, Staff met to discuss the updated maps for the Geocache program. Zach will support Amber with an online web map service showing the areas that are off-limits.
- November 27<sup>th</sup>, the District was notified that TC energy awarded the District a Build Strong grant of \$11,200.00 for the purchase of native seed at Johnson's Mound, and the new property in Huntley at interstate 90 and route 47.



## Community Engagement Department Memorandum

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**To:** Ashley Monroe, Deputy Executive Director  
**From:** Laurie Metanchuk, Community Engagement Director  
**Date:** 12/09/2025  
**Re:** November 2025 Report

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### Executive Summary

Community Engagement strengthens public support for the Forest Preserve District's mission by connecting residents to their forest preserves through communication, education, and outreach. These efforts benefit the District by building public appreciation, expanding stewardship, strengthening awareness, and inspiring the next generation.

In November, the Community Engagement team:

- **Boosted our social media engagements by 39.1% over last month**, and our engagement rate per impression by 4.9%
- Reached **1,275 individuals through programs and nature center visits**
- **Signed up 31 registrants to become Kane County Certified Naturalists**, beginning in 2026

### Communications & Marketing

#### DIGITAL MEDIA

- **Follower Growth:** +0.7% over last month (Facebook +136, Instagram +24, LinkedIn +20, TikTok flat and YouTube +8)
- **Impressions:** 253,624 (+9.8% from last month)
- **Engagements:** 12,508 (+39.4%) with Facebook up 49.4% and LinkedIn up 53.2%
- **Top Facebook Content by Views:**
  - 11/26: *Guess the Preserve/Culver*; **2,457 views**
  - 11/5: *988 Suicide & Crisis Lifeline*; **1,040 views**
- **Website Traffic:** 11,000 users and 23,000 page views

#### TREELINE NEWSLETTER

Current print subscribers total 5,426 (+7). Current email subscribers total 15,728 (+3), for a combined total of 21,154 subscribers (+10). As always, free subscriptions to *The TreeLine* newsletter are available at: [http://bit.ly/ForestPreserve\\_Email](http://bit.ly/ForestPreserve_Email). The Winter 2026 edition of The TreeLine is published. Visit <https://kaneforest.com/the-treeline-newsletter> to view the issue.

## Community Engagement Department Memorandum

November 2025 Report

### PRESS COVERAGE

We published the following press releases in November:

- Learn about Winter Wildlife during a free nature program series, Nov. 17
- Forest Preserve District Introduces Drop-Off Nature Program for Young Explorers, Nov. 19
- Forest Preserve Hosts Monthly “Nurtured by Nature” Wellness Hikes, Nov. 21

The following items garnered press coverage Nov. 1 – Nov. 30, 2025

### Media Coverage

#### Natural Resource Management

- Controlled burns planned this fall at many Kane County forest preserves, Chicago Tribune, Nov. 3

#### Nature Programs

- Learn how to become a Kane County Forest Preserve District Certified Naturalist, Shaw Local, Nov. 2

## Environmental Education

### November Spotlight

Going into its 19th year, the Kane County Certified Naturalist (KCCN) program has now trained over 500 students and is poised to continue its legacy in 2026. Nearly 50 interested folks attended the KCCN information session in November, with many having heard of the program via word of mouth – a testament to the impact of the KCCN program in our community. We already have 31 registrants for the new cohort due to begin classroom sessions in January.

### Program Reach & Revenue Generation

Programs	Programs Completed (Monthly)	Attendance (Monthly)	Avg Attendance Per Program (Monthly)	Programs Completed (Total FY)	Attendance (Total FY)	Avg Attendance Per Program (Total FY)
Public	8	210	26	65	1,795	28
School	6	137	23	34	1,095	32
Scout	0	0	0	1	20	20
Community	6	160	27	27	807	30

## Community Engagement Department Memorandum

November 2025 Report

Outreach	3	171	57	15	2,167	144
Learn from the Experts	1	27	27	8	197	25
Virtual Public*	0	n/a	n/a	4	n/a	n/a
Virtual School	0	0	0	0	0	0
Program Totals	24	705	29	154	6,081	41
Nature Center Visitors		570			4,523	
Total Attendance		1,275			10,604	
Revenues <sup>^</sup>	\$680					

\*Note: Only webinars have live attendees    ^Excludes LFE/KCCN partnership revenues.

### Testimonials

*"Please just keep up the fabulous work you all do. I am so thrilled to be part of this loving and kind community."*

— "Squirrels of Kane County" program participant

*"My son absolutely loves attending these programs, he compliments how kind and fun the instructor [Naturalist Lisa O'Brien] is and enjoys the company of the other attendees; he especially likes going on the hikes and often takes us later on the routes they do, to show us what he learned. Each time he has so many creative stories about what they learned and talked about. THANK YOU."*

— Parent of a "Twigs to Trees" program participant

- Nature Center Improvements** – In support of the Environmental Education Division's 5-Year Strategic Plan, Naturalist Josh Libman launched a new *Birding Nook* at Creek Bend Nature Center. He carved out an intimate corner of the nature center for patrons to relax while learning about and observing our most common regional bird species. With the expert graphic design assistance of Communications & Marketing Supervisor Brittany Kovach, Naturalist Libman created interpretive panels that describe the backyard birds of our area. He then deployed different types of feeders and foods that supply the nutritional needs of various local species. The outside feeders are already attracting a variety of different birds and our patrons are enjoying discovering them with binoculars and field guides.



- Public Programs** – To attract return patrons and build a loyal following of citizen conservationists, we offer several series that meet on a recurring basis. All are popular, and together this suite of serial programs serves a wide range of target audiences:



## Community Engagement Department Memorandum

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- *Bird Watching Walks*
- *Senior Stroll*
- *StoryTime at Creek Bend Nature Center*
- *Little Saplings*
- *Twigs to Trees*
- *Nurtured by Nature*
- *Trek with a Naturalist*

- **Community & Outreach Programs** – A significant portion of the naturalist team’s efforts involve traveling to and educating community groups, school classes and partner library patrons.

Community programs are given at or for private organizations like garden clubs, service organizations, church groups, private school/day care centers and senior centers. As a highlight of the six community programs given in November, Naturalist Ross presented a talk on *Wild Turkeys* for 80 Veterans of Edgewater at the Edgewater Del Webb community in Elgin. She explained the different subspecies, characteristics, and history of wild turkeys in Illinois and the U.S.

Outreach programs are given at public schools, day care centers and libraries. Of the three November outreach programs, of special note was a career fair/tabling event staffed by Naturalist Erica Lemon at Jacobs High School (D300) in Algonquin. Over 150 students stopped by to chat with her about careers and volunteer opportunities in conservation and ecology.

- **School Programs** – Naturalists Lemon and Amber Ross led an *Animal Adaptations* program for 45 students of Growing Place Preschool (Geneva) at LeRoy Oakes Forest Preserve. For the middle school crowd, Naturalist Libman welcomed the GeoAdventure Club of Wredling Middle School (D303) St. Charles, to Campton Forest Preserve for a *Trees and their Leaves* field trip. Naturalists Ross and Libman led *Homeschool Hikes* for 78 students representing four different homeschool networks. Field trip themes included *Winter Adaptations*, *Discovery Hike*, and *Skulls*. Hikes were held at Johnson’s Mound (Elburn), Hoscheit Woods (St. Charles), Fox River Bluff (St. Charles) and Schweitzer Woods (West Dundee) Forest Preserves.
- **Kane County Certified Naturalists (KCCN) and Learn from the Experts (LFEs) Programs** – November’s LFE was *Squirrels of Kane County*, taught by Naturalist O’Brien at LeRoy Oakes Forest Preserve. She explained to the 27 participants the different types of squirrels found in Kane County, their various habitats and unique characteristics, as well as citizen science opportunities for studying squirrels.

### Nature, Virtually Everywhere! Online Programs

The Environmental Education team also offers high-quality nature programs via live virtual hikes, videos, and webinars. In November, we released:

- **Guess the Preserve!** – How well do you know your Kane County forest preserves?  
<https://www.youtube.com/watch?v=-ur-TpKuK-o&list=PLzZ5U3f-FxWDr-jojJhD1VsJKVNXD8f3s>

November 2025 Report

### Partnership Events: Internal and External

In support of the University of Illinois Extension's proposed Research Farm on Peck Road in St. Charles, Environmental Education Manager McKittrick and Agricultural Coordinator Michelle Blackburn teamed up for a video interview. The Kane County Extension office will be using the resulting video to help secure University support of the research/demonstration farm.

### Continuing Education

Environmental Education Manager McKittrick attended the Midwest Environmental Educators Conference in Makanda, Illinois. Naturalist O'Brien participated in the Native-Led Climate Conversation at Pleasant Valley Bison Ranch in Woodstock.

## Rental Facilities

### Barbara Belding Lodge at Brewster Creek Forest Preserve

In November, the lodge hosted five meetings, totaling revenue of \$285.

### Creek Bend Nature Center at LeRoy Oakes Forest Preserve

In November, Creek Bend hosted one special event, totaling revenue of \$1,100.

## Kane Forest Preserve Foundation

### Nature Play Space

The Foundation continues preparation for building a Nature Play Space at LeRoy Oakes Forest Preserve, funded by the Foundation as well as the Grand Victoria Riverboat Foundation. In November, Environmental Education Manager McKittrick led a meeting of internal departments involved in the construction of the Nature Play Space.

### Save the Date: A Day With The Birds – Reception

The Foundation is planning a special reception to celebrate the opening of the temporary exhibit, "A Day With the Birds," coming to Creek Bend Nature Center in March. The reception will be held on Friday, March 13, 2026. Details are forthcoming.