

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]

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: _____

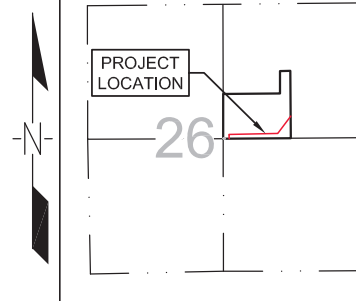
This instrument was prepared by:
Michele Felts
Ohio Valley Acquisition, LLC
210 N. Walkup Ave.
Crystal Lake, IL 60014

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

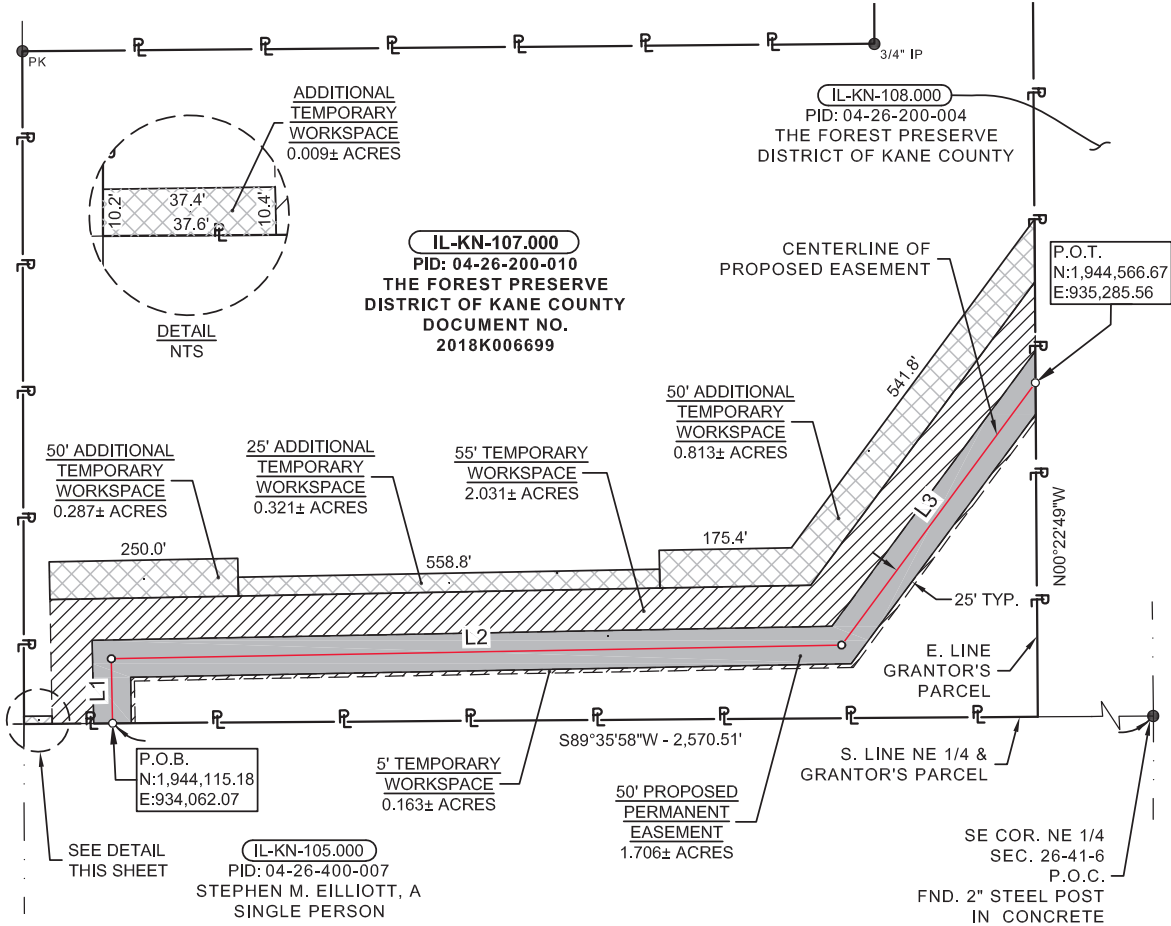
NOTES

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 26, TOWNSHIP 41N, RANGE 6E



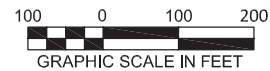
VICINITY MAP
N.T.S.



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 25th day of October, 2024.



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

