

RELOCATION AGREEMENT

This Agreement is made this _____ day of _____, 2012 between COUNTY OF LAKE, a body politic and corporate, with offices at 600 W Winchester Road, Libertyville, Illinois 60048 (the "COUNTY") and NORTHERN ILLINOIS GAS COMPANY D/B/A NICOR GAS COMPANY, licensed to do business in the State of Illinois, with offices at 1844 Ferry Road, Naperville, Illinois 60563 (the "COMPANY")

WITNESSETH:

WHEREAS, the COUNTY desires to construct certain road improvements to Monaville Road and Cedar Lake Road, between Station 104+00 to 108+00 in Lake Villa, Illinois (hereinafter referred to as the "PROJECT"), and

WHEREAS, in order to allow for the road improvements, the COUNTY desires COMPANY to relocate and protect certain of its facilities, all in accordance with COMPANY Work Order plans 127949 / 327949 / 427949 (hereinafter referred to as "WORK") attached hereto by reference thereto, and

WHEREAS, the COMPANY has estimated the cost of the WORK to be \$328,202.00, and

WHEREAS, the cost of relocating said facilities has been determined to be eligible for reimbursement to COMPANY, with the COUNTY responsible for 100 % of the actual cost of the WORK; and

WHEREAS, COMPANY is willing to relocate its facilities in such manner provided that the COMPANY is assured rights to reimbursement for the cost of the WORK and future costs the COMPANY may incur if the COMPANY is required to make any future relocation or adjustment to the Relocated Facilities; and

WHEREAS, the COUNTY is willing to commit to provide COMPANY such reimbursement rights.

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants and Agreements as hereinafter contained, the parties hereto agree as follows:

INCORPORATION

All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this Agreement.

SCOPE OF WORK

COMPANY shall provide the COUNTY with detailed drawings for the WORK (including surveys and other engineering services), and any required specifications for the relocation and protection of its facilities.

COMPANY then shall protect and or relocate its facilities in substantial accordance with the drawings and specifications.

COMPENSATION

The total preliminary estimated cost of the work is \$328,202.00 with the COUNTY responsible for 100 % of the actual cost as follows:

<u>Location</u>	<u>Estimate</u>	<u>Work Order</u>
Monaville Road and Cedar Lake Road	\$328,202.00	127949 / 327949 / 427949

COMPANY, upon completion of the work, shall promptly render to the COUNTY a detailed statement of its portion of the costs, including overhead costs. The COUNTY shall reimburse the COMPANY for 100% of the amount billed, even if the billed amount exceeds the preliminary estimate set forth above. Payment shall be made in full by the COUNTY within 60 days of receipt of statement.

MODIFICATION OR AMENDMENT

The parties may modify or amend terms of this Agreement only by a written document duly executed by both parties.

ENTIRE Agreement

This Agreement, including matters incorporated herein, contains the entire Agreement between the parties.

There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

This Agreement may be executed in one or more counterparts, each of which for all purposes shall be deemed to be an original and all of which shall constitute the same instrument.

In event of any conflict between the terms or conditions of this Agreement and terms or conditions found in any attachment hereto, the terms and conditions of this Agreement shall prevail.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The Agreement shall be binding upon the parties hereto, their successors and assigns.

SEVERABILITY

In the event, any provision of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois as to both interpretation and performance.

NOTICES

Any required notice shall be sent to the following addresses and parties:

Nicor Gas Company
1844 Ferry Road
Naperville, Illinois 60563-9600
ATTN: Hans G. Bell, Managing Director - Engineering

Lake County Department of Transportation
600 W. Winchester Road
Libertyville, Illinois 60048
ATTN: Martin Buehler

All notices required to be given under terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt and notices served by mail shall be effective upon receipt as verified by the United Postal Service. Each party may designate a new location for service of notification by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth herein.

INDEMNIFICATION

The COMPANY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the COMPANY'S negligent or willful acts, errors or omissions in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-90. The COUNTY'S participation in its defense shall not remove COMPANY'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

COMPANY'S indemnification of COUNTY shall survive the termination, or expiration, of this Agreement.

The COUNTY agrees to assume all risk or liability for damage to any property or facilities of the COMPANY resulting from the COUNTY's activities upon COMPANY's right-of-way. The COUNTY further agrees to indemnify, defend and hold harmless the COMPANY for any and all liability, claims, suits, actions and proceedings, including costs, fees and expense of defense arising from damages to property or injury to or death of any person resulting from the COUNTY's activities upon the COMPANY's right-of-way or in any way arising from County's acts or omissions unless such damage, injury or death results from the COMPANY's negligence.

COUNTY'S indemnification of the COMPANY for claims arising from or during the WORK shall survive the termination, or expiration, of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the dates below indicated.

EXECUTED by COMPANY, this ____ day of _____, 2012.

NORTHERN ILLINOIS GAS COMPANY
D/B/A NICOR GAS COMPANY

By: _____

ADOPTED by the LAKE COUNTY BOARD, this ____ day of _____, 2012.

ATTEST

COUNTY CLERK

CHAIRMAN, LAKE COUNTY BOARD