



## Hold Harmless Agreement for Early Installation of Gas Main and Service Facilities

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

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You have requested Nicor Gas to:      install new gas mains and service mains or      reroute existing gas mains and service mains and perform other work ("Gas Service Facilities") in connection with establishing gas service to the property (the "Property") described within this document.

You have represented to Nicor Gas that you are the record owner of fee simple title to the Property and that you are duly authorized to enter into this letter agreement. You have requested Nicor Gas to install Gas Service Facilities on the Property prior to the time the Property has been finally graded and/or prior to the time that curb and street locations on the Property have been finally established.

Pursuant to your request, Nicor Gas is prepared to install Gas Service Facilities at the locations specified by you and, as shown on the plans identified on Attachment A hereto (the "Plans"), provided that such installation shall be subject to the terms and provisions hereinafter set forth.

To ensure that such installation by Nicor Gas is properly located per your request, Nicor Gas requires that you stake, at your expense, the location of the pipe. With the location staked, Nicor Gas will install the facilities in material accordance with the Plans including the gas main having at least 30 inches of cover. If any portion of such installation must be relocated for any reason whatsoever in order to

furnish gas service to any future user(s) of any part(s) of the Property, you shall, as a condition (and prior) to such relocation, pay Nicor Gas all costs of such relocation including, without limitation, the cost of abandoning any installation(s) made pursuant to the Plans.

If any portion of the requested installation is not used, resulting in Nicor Gas abandoning all or part of the facilities, the cost of such abandonment will be reimbursed by you.

You agree to indemnify and hold Nicor Gas, its employees, agents and contractors harmless of and from any loss, cost, damage or expense (including and without limitation, attorneys' fees and costs) incurred by any one or more thereof in the installation of the Gas Service Facilities in material accordance with the Plans and subsequent damage to such facilities, and/or damage or injury to persons or property caused by any subsequent construction on or grading of the Property.





To the extent Nicor Gas does not in its judgment have recorded easement rights in the Property which are sufficient to permit Nicor Gas to install the Gas Service Facilities pursuant to this Agreement, then prior to commencement of installation of any Gas Service Facilities by Nicor Gas, you shall grant to Nicor Gas a perpetual easement upon, across, over and under the Property to construct, maintain, repair and reconstruct the Gas Service Facilities required in Nicor Gas' judgment to supply gas service to future owners of the Property, which Easement Agreement shall be in the form then customarily used by Nicor Gas. If there is a mortgage on the Property, the holder thereof shall subordinate the mortgage to such Easement Agreement.

**Legal Description of Property**

*All of property associated with the installation of natural gas main and/or service(s).*

**Nicor Gas**

**Acknowledged and Agreed to**

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

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

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

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

