



Property Acquisition Rider to Agreement for New Installation of Gas Facilities

New Business Authorization Number: _____

This Agreement, dated _____ (“Effective Date”) is entered into by and between **Northern Illinois Gas Company d/b/a Nicor Gas Company** (“Company”) and _____ (“Applicant”). This Rider is an integral part of the Agreement for New Installation of Gas Facilities by and between the Company and Applicant, dated _____ (“Agreement”). This Rider is subject to the terms and conditions of the Agreement unless expressly stated otherwise herein.

The parties hereto agree that installation of gas service under the Agreement requires the acquisition of Property Rights by Applicant. As used herein, the term “Property Rights” means all deeds, easements, leases, licenses, permits or other rights or interests in or relating to real property that Company reasonably deems necessary or appropriate to acquire or hold for the purpose of owning, constructing, operating, maintaining, repairing and replacing Company’s Gas Facilities.

Applicant shall bear the sole responsibility and expense, at no expense to Company, to acquire for and to grant or cause to be granted to Company all of the Property Rights determined by Company to be necessary and adequate for installation of gas facilities. The Property Rights shall be obtained on specific portions of such real properties as are necessary for the installation of gas facilities as are identified by Company. Company may in its sole discretion assist Applicant in the acquisition of the Property Rights; provided however, that the acquisition costs of the Property Rights shall remain the responsibility of Applicant. Following determination of the gas facilities location, Company will: (a) arrange for title and ownership research through a title company of its choice, the cost of which will be reimbursable to Company by Applicant and (b) prepare and deliver to Applicant, Property Rights documents. All Property Rights shall be secured in the name of and for the benefit of Company and shall be granted pursuant to documents that have been prepared and provided by Company. No changes, additions or deletions are to be made to the Property Rights documents, except for those changes, additions or deletions specifically approved in writing by Company. Upon receipt of the Property Rights documents from Company, Applicant will deliver same to respective Landowners and obtain the required signatures on all such Property Rights documents. Prior to accepting any Property Rights acquired by Applicant, Company may satisfy itself that such Property Rights are acceptable in form and content. Applicant shall be solely responsible, and shall incur any and all of the costs and labor required, to correct any errors, defects or deficiencies identified by Company in any or all of the Property Rights. Applicant will reimburse Company the amount of 1.30 times the actual cost that Company may incur for any of the Property Rights that Company chooses in its sole discretion to acquire directly. Applicant shall acquire said Property Rights prior to the beginning of construction and Company shall be under no obligation to commence construction until all such Property Rights have been procured by Applicant. If Applicant has not acquired all such Property Rights prior to, Company may terminate the Agreement by written notice to Applicant.

This Rider may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.





IN WITNESS WHEREOF, this Agreement is hereby duly executed by authorized representatives of the parties and is hereto effective as of the date first above written.

Northern Illinois Gas Company d/b/a Nicor Gas Company

Applicant Information

Approved By: _____

Approved By: _____

Title: _____

Title: _____

Contact Person: _____

Contact Person: _____

Company Mailing Address:

Applicant Mailing Address:

Telephone Number: _____

Telephone Number: _____

Fax Number: _____

Fax Number: _____

