

## **LICENSE AND HOLD HARMLESS AGREEMENT**

### **WITNESSETH:**

This License Agreement ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Village of Romeoville, an Illinois Municipal Corporation ("Village") and **New Haze Academy** ("Licensee").

WHEREAS, Village is the holder of certain public utility easement rights (the "Easement") under a document recorded as Document No. R\_\_\_\_\_ with the Will County Recorder (the "Plat"); and

WHEREAS, the Easement affects and is recorded against certain subdivided lots included within the Plat, including but not limited to the subdivided lot owned by Licensee, which lot ("Licensee's Property") is legally described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference; with the area of the Easement ("Easement Premises") being as described or depicted in Exhibit A-1, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Licensee has already constructed a sidewalk and a retaining wall at Licensee's Property (collectively, the "License Purpose") on the Easement Premises, the Description of Location of the Sidewalk and Retaining Wall is set forth in Exhibit B, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, any improvements placed within the Village's Easement may be removed, altered, or disturbed by the Village at any time for maintenance, repair, or improvement purposes and the Village is not responsible for replacing, restoring, or compensating the Licensee for any such improvements; and

WHEREAS, the Village is amenable to granting a nonexclusive revocable license to Licensee to permit Licensee to enter and use the Easement Premises for the License Purposes, all subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Licensee and Village hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated into this Agreement as if fully set forth in this Section 1.
2. Grant of License. Subject to the terms and provisions of this Agreement, the Village hereby grants a nonexclusive revocable license to Licensee to permit Licensee to enter the Easement Premises for the License Purposes. Furthermore, the parties acknowledge that nothing whatsoever in this Agreement shall be construed as creating or granting the right to use any portion of the Easement Premises other than that portion thereof described or depicted in Exhibit B-1, or for any other purposes other than the License Purposes. The license granted pursuant hereto shall specifically be subject to the following conditions: a) Licensee shall be responsible for contacting JULIE and the Village of Romeoville Public Works Department prior to commencing any digging, construction or excavation permitted or contemplated by the license herein granted, b) Licensee shall comply with all applicable ordinances of the Village of Romeoville and laws of the State of Illinois or United States or other governmental agencies having jurisdiction, and c) compliance by Licensee and its agents, contractors and third-party service providers (including but not limited to all electric utility providers) with all terms and conditions of this Agreement.
3. Revocation or Suspension of License. The Village hereby expressly reserves the right to immediately terminate the license created pursuant to this Agreement at any time and for any or no reason by providing Licensee with thirty (30) days written notice of such termination, provided, however, that the Village also further reserves the right to terminate such license immediately upon the commission of any breach of the terms or provisions of this Agreement, without prejudice to such other remedies for such breach as the Village may have at law or in equity. Notwithstanding the termination of any license created hereunder, Licensee's obligations under Paragraphs 4 and 6 shall expressly survive any such termination. Any notice of termination hereunder which the Village may be required to send to Licensee shall be deemed to have been sent by Village upon the date that Village deposits such notice in the U.S. mail addressed to Licensee at Licensee's last address known to Village.
4. Restoration Obligations of Licensee. Upon the completion of any work permitted by this license or upon any termination of the license created hereunder, Licensee shall within 7 days of such termination restore the Property or any disturbed area thereof to the condition in which it existed prior to the approval of this Agreement. All such

removal and restoration work to be performed by Licensee shall at a minimum conform to all applicable Village ordinances and requirements, but the Village specifically retains the right hereunder to approve plans for such work in its sole and absolute discretion. Licensee's obligations under this Paragraph shall not be discharged and satisfied until the Village issues a written acceptance and approval of the removal and restoration work to Licensee.

5. Ownership of Improvements. The Village shall at all times be the owner of all water or sanitary sewer lines or mains or other related appurtenances within the Easement Premises.

6. Easement Use Acknowledgement.

The Licensee hereby acknowledges and agrees that any improvements, whether temporary or permanent, installed by the Developer within the boundaries of the Village's easement are subject to removal, relocation, or disturbance by the Village, its agents, or contractors, at any time and for any reason, including but not limited to the maintenance, repair, installation, or improvement of Village infrastructure. The Village shall have no obligation whatsoever to restore, reinstall, or compensate the Licensee for any such improvements that are removed, damaged, or otherwise affected by such activities. The Licensee expressly waives any and all claims against the Village arising from or relating to the removal or disturbance of said improvements.

7. Indemnification and Insurance. Licensee hereby releases, indemnifies, defends and holds harmless (a) the Village and its officers, directors, employees, consultants and agents and (b) the owners of the Property of and from any and all liabilities, claims, damages, costs, expenses or judgments and any judicial, governmental or regulatory proceedings or any other actions of any nature or kind whatsoever brought by any party or person whatsoever (including but not Limited to Licensee or anyone claiming by or through Licensee) which may arise out of or relate to in any way or which are claimed to arise out of or relate to the Village's entry into this Agreement and the use of the Property as contemplated herein. In the event the Village or the owners of the Property or either of them is made a party to any such event or proceeding identified herein, Licensee shall indemnify, defend and hold harmless the Village or the owners of the Property from any such event or proceedings, and such indemnification obligation shall include, but not be limited to the obligations to pay all judgments, comply or

bear the cost of the Village's compliance with all orders, injunctions, decrees or other like enforcement provisions directed against the Village and to pay the Village's reasonable costs and expenses of every nature and kind arising therefrom. The obligations of Licensee hereunder shall specifically include but not be limited to the payment of reasonable attorneys' fees for the representation of the Village in such proceedings together with all expert witness or consultant fees and expenses, and court costs and fees. It is expressly understood that the Village shall have the right to employ all such attorneys to represent the Village. The Village shall have the right but not the duty to appeal to the courts of appellate jurisdiction any judgment, order, injunction or decree issued against the Village in this respect. The parties agree that this indemnification provision shall be liberally construed in favor of the Village and that this Section and that the indemnification and hold harmless agreements contained herein shall survive any determination by a court of competent jurisdiction of the invalidity of the Agreement or any part thereof. To facilitate Licensee's performance of its obligations hereunder, Licensee shall at all times while this Agreement and its obligations thereunder shall remain in force and effect, maintain in force and effect a policy of commercial general liability insurance having combined single limits of not less than \$2,000,000.00 for property damage, personal injury and death per occurrence and in the aggregate. Licensee shall cause such policy of insurance to name the Village and the owners of the Property as additional insured by written endorsement, and shall further obtain a contractual liability endorsement specifically referring and extending coverage to Licensee's liabilities under this Agreement. All such insurance shall be primary and noncontributory to any insurance of the Village or the owners of the Property, and shall expressly waive any rights of recovery against the Village or the owners of the Property. Licensee shall also at all times during this Agreement maintain in full force and effect worker's compensation insurance as required by Illinois law.

IN WITNESS WHEREOF, Licensee and Village have executed this Agreement all as of the date and year first above named.

"Licensee"

New Haze Academy

BY: \_\_\_\_\_

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

"VILLAGE"

Village of Romeoville, an Illinois Municipal Corporation

BY: \_\_\_\_\_  
John D. Noak, Village President

ATTEST: \_\_\_\_\_,  
Dr. Bernice Holloway, Village Clerk

State of )  
 ) ss.  
County of )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that\_\_\_\_\_, personally known to me to be the\_\_\_\_\_ of \_\_\_\_\_, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_ and both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such\_\_\_\_\_ and such \_\_\_\_\_, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act as such \_\_\_\_\_ and as such \_\_\_\_\_ and as the free and voluntary act of said \_\_\_\_\_ for the uses and purposes therein set forth; and on his/her oath stated that they were duly authorized to execute said instrument by the said \_\_\_\_\_.

GIVEN under my hand and notarial seal this \_\_ day of \_\_\_\_\_, 2025.

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

My commission expires: \_\_\_\_\_



**Exhibit List**

Exhibit A—Legal Description of Licensee's Property

Exhibit A-1—Depiction/Description of Easement Premises

Exhibit B— Description of Location of the Sidewalk and Retaining Wall