

BRIDGE ATTACHMENT LICENSE AGREEMENT

THIS BRIDGE ATTACHMENT AGREEMENT ("Agreement") is entered into by and between **ZAYO GROUP, LLC**, a Delaware limited liability company, located at 1401 Wynkoop Street, Suite 500, Denver, CO 80202 ("Licensee"), and the **VILLAGE OF ROMEOVILLE, ILLINOIS**, an Illinois municipal corporation, ("Village"), for the use of Village public bridges on 135th Street ("Bridges") for the installation, operation, and maintenance of telecommunications facilities.

WHEREAS, the Village is the exclusive owner of certain Bridges and is authorized to grant, renew, and revoke licenses for the use of the Bridges for the installation, operation and maintenance of telecommunications facilities within its municipal boundaries; and

WHEREAS, the Bridges are described and depicted in Exhibit A, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Licensee desires to construct, install, operate, and maintain telecommunications facilities in and/or upon the Village's Bridges, subject to the provisions of this Agreement; and

WHEREAS, in consideration of the payment of a license fee, the Village desires to allow Licensee to utilize its Bridges for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Village has the authority to enter into this License Agreement pursuant to the powers granted it by Article VII, Section 10(a) of the Illinois Constitution of 1970, and finds that entering into this Agreement is in the best interests of the Village, its residents, and the public; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the Licensee and the Village agree as follows:

1. **Recitals.** The above recitals are hereby incorporated into this License Agreement as if fully set forth in this Section 1.
2. **Grant of License.** For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and compliance with all Federal, State and local laws and regulations, the Village grants a non-exclusive revocable license ("License") to Licensee for the use of its Bridges to install, operate, modify, and maintain telecommunications equipment ("Facilities"). The License granted by this Agreement shall not convey any right, title or interest (including leasehold interest) in the Bridges, but shall be deemed to be a license only to use and occupy the Bridges for the limited purposes stated herein. In the event of default by Licensee, the Village shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder. The rights granted to Licensee by the Village are and shall be at all times subordinate to the Village's right to ingress and egress and use of the Bridges.
3. **Term; Fees.** The term of this Agreement shall be equivalent to the term of the Master License Agreement referenced in Section 9 hereof, and shall terminate when the Master License Agreement terminates, and shall begin on the date approved by the Village Council, unless otherwise sooner terminated as provided for herein. In consideration for the License herein granted, Zayo shall pay the Village a one-time fee in the sum of Two Hundred Thousand

Dollars and zero cents (\$200,000.00 USD) within thirty (30) days of the execution of this Agreement. No permits shall be issued and, in turn, no construction or installation of the Facilities shall begin, until such payment is received by the Village.

4. **Title; Condition of Bridges.** It is understood and agreed that the Village makes no representations, warranties or assurances with respect to the condition of the Bridges, any other improvements located on the Bridges, or the suitability of the Bridges for Licensee's intended use. Licensee assumes all risks associated with the placement, operation, and maintenance of the Facilities on the Bridges and the suitability of the Bridges for its Facilities.
5. **Construction and Maintenance of Facilities.** The construction of the Facilities shall be as approved by the Village's Director of Public Works or designee, and Licensee shall provide the Village with an accurate "as built" plans after completion of the construction of its Facilities. Unless otherwise stated on a permit issued by the Village, Licensee shall not construct the Facilities so as to endanger persons or property, or unreasonably obstruct travel on the Bridges. Licensee shall relocate or modify, at its sole cost and expense, any part of its Facilities that is not constructed in compliance with the permit requirements. Maintenance of the Facilities on the Bridges shall be the responsibility of Licensee, and the Facilities shall be maintained in good and safe condition.
6. **Legal Compliance.** In its use of the Bridges and any work to be performed thereon, Licensee shall comply with all applicable laws, ordinances, regulations and requirements of Federal, State, County and local regulatory authorities, including the applicable provisions of the Romeoville Code of Ordinances, as well as the Master License Agreement for Use of Village Rights-of-Way ("Master License Agreement") executed contemporaneously with this Agreement by the Village and Licensee. In the event of a conflict between this License Agreement and the Village ROW Code or the Master License Agreement, the terms and conditions of this License Agreement shall control.
7. **Relocation or Adjustment for Village Purposes; Relocation or Adjustment for Licensee Purposes.** Upon ninety (90) days prior written notice to Licensee, Licensee shall relocate or adjust, at its own costs and in cooperation with the Village, any Facilities installed and maintained under this Agreement if and when made necessary by any lawful action by the Village, including but not limited to, any change of grade, alignment or width of the Bridge – provided, however, that all similarly situated entities located in the area in which such change or alignment occurs shall also be required to relocate or adjust their respective Facilities on the Bridges and/or in the public ROW. In the event that relocation of any or all of the Facilities is required, the Village and Licensee shall identify a feasible alternative (temporary or permanent) that both avoids any unreasonable or prolonged service interruptions for Licensee and reasonably accommodates the Village's public project without undue interference or delay. In the event that the Licensee desires to relocate or adjust the location or attachment of any Facilities attached to the Bridges, Licensee shall first obtain the written approval of the Village's Director of Public Works or a designee thereof, which approval may be conditioned upon Licensee's deposit with Village of financial security acceptable to the Village to secure Licensee's reimbursement to the Village of all engineering, consultant, inspectional and other third party costs that may be incurred by the Village in connection with its review and approval of the relocation or adjustment of the location or attachment of any Facilities to the Bridges.
8. **Damage to Licensee's Facilities.** Unless directly and proximately caused by the willful, intentional, negligent, or malicious acts of the Village, the Village shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's Facilities on the

Bridges as a result of or in connection with any public works, public improvements, construction, or work of any kind on or about the Bridges by or on behalf of the Village.

9. **Indemnity, Assignment, Insurance, Termination, and Notice.** The indemnity, assignment, insurance, termination, and notice terms and conditions of the Master License Agreement, except as amended by this Agreement, are incorporated herein by reference and will form a part of this Agreement as if set forth herein in their entirety.
10. **No Waiver.** The waiver by one party of any breach of this License Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this License Agreement and will not be construed to be a waiver of any provision except for the particular instance.
11. **Severability.** In the event that any provision of this License Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.
12. **Law and Venue.** This License Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the Village and the Licensee shall be Will County, Illinois.

ZAYO GROUP, LLC

VILLAGE OF ROMEOVILLE

By: _____

Its:

By: _____

Its:

ATTEST:

ATTEST:

Date: _____, 20____

Date: _____, 20____

Exhibit A