

This Document Prepared By
And After Recording Return To:

Village of Romeoville
1050 W. Romeo Road
Romeoville, IL 60446

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made as of December 5, 2018 by and between the Village of Romeoville ("Village") and 3 Phase Line Construction, Inc. ("LICENSEE").

RECITALS:

A. LICENSEE represents that it is a company engaged in utility contracting, and that it is in the process of performing work on various public utility lines, mains and other facilities used in connection therewith, and that it desires to obtain the use of a location within the Village for the parking of LICENSEE's vehicles, LICENSEE's contractor vehicles and as a location for a temporary office trailer (collectively, the "License Purposes").

B. Village represents and warrants that Village is the owner in fee simple of the real property legally described on Exhibit A attached hereto and made a part hereof and any improvements thereon (collectively, the "Village Parcel"). The Village Parcel is located on E. Romeo Road, and is identified by PIN 11-04-03-102-019-0000.

C. LICENSEE has requested that the Village grant LICENSEE a license to permit the use of the Village Parcel for the License Purposes for a period of time commencing with the date first above named and ending on December 5, 2019, all subject to and pursuant to the terms and conditions of this Agreement.

D. Village is willing to grant LICENSEE the requested license, subject to and pursuant to the terms and conditions of this Agreement, and in consideration thereof and of the anticipated benefit to be received to the Village and its residents and businesses from the improvement of the various lines, mains and other facilities used in connection with the provision of utility service to the public.

NOW, THEREFORE, for good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, LICENSEE and the Village agree as follows:

1. Recitals Incorporated. The foregoing recitals A through D are incorporated herein as terms of this Agreement.

2. Grant of License. For and in consideration of the LICENSEE'S payment to the Village of

a monthly license fee in the amount of \$3,000.00 payable to the Village on or before the fifth day of every month during the term of this Agreement, and the first installment of which shall be paid to the Village contemporaneously with LICENSEE'S delivery to the Village of an executed copy of this Agreement, the Village hereby grants to LICENSEE a License over, upon and across the Village Parcel to permit the LICENSEE to use the Village Parcel for the License Purposes, from the date first above named to December 5, 2019, all subject to and in accordance with this Agreement. LICENSEE represents to Village that it shall use the Village Parcel for the License Purposes consistent with the diagram attached hereto and incorporated herein by reference as Exhibit B, which diagram delineates portions of the Village Parcel to be used for vehicle parking, storage/office trailer location and snow plowing/removal respectively. Subject to the foregoing, the Village shall retain and reserve all rights with respect to the Village Parcel that are not inconsistent therewith, including but not limited to the rights to install, construct, operate and maintain sewer, water or other public utility lines and appurtenances in, upon, over and across the Village Parcel. The License herein granted shall also be further subject to any and all existing liens, encumbrances, licenses, leases, covenants or agreements of record affecting the Village Parcel or entered into or issued by the Village with respect to the Village Parcel (the "Prior Encumbrances"). LICENSEE acknowledges and agrees that the only rights Licensee will have relating to the Village Parcel are the specific rights to use the Village Parcel as set out in this Agreement, and that it shall have no other rights to use or interest in the Village Parcel whatsoever.

3. Use of Village Parcel under License. LICENSEE shall be entitled to use the Village Parcel on an as-is, where-is basis, at its sole cost, risk and expense. Village makes no warranties, express or implied, concerning the usability, suitability, fitness for a particular purpose or any purpose, or concerning any other matter involving or relating in any way to the Village Parcel or any use to be made thereof by the LICENSEE hereunder. LICENSEE's use of the Village Parcel shall at all times comply with all laws and regulations of governmental agencies or bodies having jurisdiction over the Village Parcel (including but not limited to the ordinances of the Village), and shall further specifically at all times keep the Village Parcel free from waste, nuisances and any form of environmental contamination in contravention of any applicable laws or ordinances. LICENSEE shall, upon the expiration or termination of the license granted by this Agreement, restore any disturbed surface area within the Village Parcel to substantially the condition in which it existed immediately prior to the execution of this Agreement, and shall further specifically be required to remove all its vehicles, vehicles of its contractors or other personal property otherwise present on the Village Parcel including but not limited to temporary office trailers placed on the Village Parcel by LICENSEE on or before December 5, 2019.

4. Indemnification. LICENSEE shall indemnify and hold the Village, its President, Trustees, officers, agents and employees, their heirs, executors, representatives and assigns (collectively sometimes hereinafter referred to as "Village") harmless from any and all actions, causes of action, claims, suits, demands, and any judicial, governmental or regulatory proceedings or any other actions which may arise or are claimed to arise in whole or in part out of or due to this Agreement or any of the activities or uses proposed or contemplated upon the Village Parcel by LICENSEE pursuant to the terms of the License granted within this Agreement. In the event the Village is made a party to any such event or proceeding identified herein, LICENSEE shall indemnify, defend and hold harmless the Village, individually and collectively, from any such event or proceeding, 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 all 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 consultants' fees and expert witness fees and expenses, court costs and fees, and any other expenses reasonably incurred by the Village as a consequence of such proceedings. 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 to appeal to the courts of appellate jurisdiction any judgment taken against the Village in this respect. The parties agree this indemnification provision shall be liberally construed in favor of the Village and 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 party thereof. The provisions

of this Section shall survive any termination or expiration of this Agreement, the License granted hereunder, or any abandonment thereof by the LICENSEE. LICENSEE expressly acknowledges that the insurance requirements set forth elsewhere in this Agreement in no way alter, amend or affect any of the rights or responsibilities of LICENSEE or the Village created pursuant to this Section.

5. Insurance. LICENSEE shall prior to any use of the Village Property and at all times during the term of this Agreement maintain in full force and effect the following types of insurance coverage with the minimum limits hereinafter specified:

- (a) Workers' Compensation/Employers' Liability having a limit of not less than \$1,000,000.00 per accident. Such policy shall waive subrogation against the Village.
- (b) Commercial General Liability Insurance having combined single limits for bodily injury and property damage of not less than \$2,000,000.00 per occurrence, which insurance shall also include contractual liability coverage insuring the indemnification provisions of this Agreement.
- (c) Comprehensive Automobile Liability Insurance, with combined single limits for bodily injury and property damage of not less than \$2,000,000.00 per occurrence, which insurance shall include owned, hired and non-owned vehicles.

All such insurance policies shall by written endorsement specifically name the Village as an additional insured, which endorsement shall also specifically provide that the insurance policies in question cannot be canceled, amended or altered without at least 30 days written notice to the Village and shall be primary and noncontributing to all or any insurance covering Village, and shall not require the exhaustion of any other coverage maintained by LICENSEE or the submission or tender of any claim thereon to any other insurer of LICENSEE. LICENSEE may provide certificates of insurance to Village for informational purposes, but the same shall not be deemed to constitute compliance with the foregoing requirement. LICENSEE shall provide the Village with certificates of insurance evidencing such coverage contemporaneously with its delivery to the Village of an executed copy of this Agreement.

In the event that LICENSEE intends to use the Village Property for the License Purposes through the retention of contractors and subcontractors, LICENSEE shall cause all such contractors and subcontractors to maintain insurance coverage compliant with all requirements of this Section 5, and to provide proof thereof reasonably acceptable to the Village, all prior to any such use of the Village Property.

6. Remedies. Upon any breach of this Agreement, any of the parties may secure the specific performance of the covenants and agreements herein contained or may exercise any remedies available at law via an appropriate action, the sole venue for which shall be in the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois. In the event of a material breach of this Agreement by LICENSEE (defined hereunder as any breach of Sections 2, 3, 4 or 5 of this Agreement), the parties agree that the LICENSEE shall have three (3) days after written notice of said breach to correct the same prior to the Village seeking a judicial remedy as provided for herein, provided, however, that in the event that the LICENSEE has not cured any such material breach within such three (3) day period, the Village may thereafter, upon three (3) days' notice, terminate this Agreement and the License without prejudice to the Village's right to secure the specific performance of the LICENSEE's obligations under Sections 4 and 5, which obligations of the LICENSEE shall be deemed to survive any termination of this Agreement and the License created hereunder. If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (including, without limitation, acts of God, war, terrorist acts, strikes, inclement weather conditions, inability to secure governmental permits, or similar acts), the time for such performance shall be extended by the length of such delay provided, however that the party that seeks the benefit of this provision shall

give the other(s) written notice of both its intent to rely upon this provision and the specific reason which permits the party to avail itself of the benefit of this provision.

7. Binding on Successors; Recordation. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns. This Agreement or a memorandum thereof shall be recorded against the Village Parcel and the LICENSEE Parcel.

8. Severability. If any clause, phrase, sentence, condition, or other portion of this Agreement shall be or become invalid, null or void for any reason or shall be held by any court of competent jurisdiction to be so, the remaining portion of the Agreement shall not be affected thereby and such remaining portions shall remain in full force and effect.

9. Notices. Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly served when personally delivered or one day after the date such notice is deposited with an overnight delivery service via national courier to the parties at the following addresses:

Village of Romeoville
1050 W. Romeo Road
Romeoville, IL 60446
Phone: (815) 886-7200

With a copy to:

Richard E. Vogel
2801 Black Road, 2d Floor
Joliet, IL 60435
Phone: (815) 723-8500

LICENSEE

3 Phase Line Construction, Inc.
127 Parrott Avenue, Suite 2
Portsmouth, NH 03801

With a copy to:

10. Governing Law. This Agreement shall be interpreted, applied and enforced in accordance with the internal laws of the State of Illinois.

11. Captions. The captions contained in this Agreement are for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions thereof.

12. Grammatical Changes. Wherever appropriate in this Agreement, the singular shall include the plural and the plural the singular.

13. Amendments. This Agreement and/or the provisions and requirements hereof may be amended and/or waived only by a written instrument signed by all parties hereto.

14. Counterparts. This Agreement may be signed in counterparts.

[no further text on this page – signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

"Village"

Village of Romeoville, an Illinois home rule municipal corporation

By: _____
John D. Noak, Mayor

Attest: _____
Dr. Bernice Holloway, Clerk

"LICENSEE"

3 Phase Line Construction, Inc.

By: _____

Its: _____

Attest: _____

Its: _____

EXHIBIT A

(Legal Description of Village Parcel)

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF PROPERTY DESCRIBED IN A DEED RECORDED AS DOCUMENT R77-40710; LYING WEST OF THE WEST LINE AND SAID WEST LINE EXTENDED SOUTH OF PROPERTY DESCRIBED IN DOCUMENT R98-98524; LYING NORTH OF THE NORTH LINE OF PROPERTY DESCRIBED IN DOCUMENT R65-7151; AND LYING SOUTH OF PROPERTY DESCRIBED IN DOCUMENTS R96-62697 AND R99-88441 (EXCEPT THAT PART DESCRIBED IN DOCUMENT R96-107738), IN WILL COUNTY, ILLINOIS.

Commonly known as: E. Romeo Road, Romeoville, IL 60446
PIN: 11-04-03-102-019-0000