DEPARTMENT OF THE ARMY DETROIT DISTRICT, CORPS OF ENGINEERS AMENDMENT NO. 1 DEPARTMENT OF THE ARMY LICENSE FOR REAL PROPERTY NO. W911XK-9-13-2001

THIS AMENDMENT entered into this ______ day of ______, ______by and between **The Village of Romeoville, Will County, Illinois** hereinafter called the **Licensor**, and the **United States of America**, hereinafter called the **Government**.

WITNESSETH:

WHEREAS, the parties hereto entered into License for Real Property No. W911XK-9-13-2001, executed on 22 August 2013, to construct, operate, maintain, renew, and remove ground rods around six bridge piers along, across, beneath, and over the right-of-way and property of the Licensor at the 135th street bridge across the Chicago Sanitary Ship Canal, as more accurately described in the basic license; and

WHEREAS, the license terms and conditions detail the specific actions of the Government;

WHEREAS, the Government has requested that said terms and conditions be modified to include an additional items as detailed in this supplemental agreement; and

WHEREAS, the Licensor has no objection to the request; and

NOW, THEREFORE, effective _____, the License is modified in the following particulars, but in no others, by replacing paragraph 1 with paragraphs 2 and 3 below:

1. "THAT, for and in consideration of the mutual covenants, promises, and agreements herein made, the Licensor hereby grants to the Government a license to construct, operate, maintain, renew, and remove ground rods around six bridge piers for a term of 5 years beginning 22 August, 2013 to 21 August 2018, along, across, beneath, and over the right-of-way and property of the Licensor at the following location"

2. "THAT, for and in consideration of the mutual covenants, promises, and agreements herein made, the Licensor hereby grants to the Government a license to construct, operate, maintain, and remove ground rods around six bridge piers along, across, beneath, and over the right-of-way and property of the Licensor at the 135th street bridge across the Chicago Sanitary Ship Canal and to install covers, warnings signs, and connect a buried ground mesh to the light posts identified in Exhibit 'A' for a term of 5 years beginning ______ and ending

3. "THAT, the parties acknowledge that the need for the License granted herein by the Licensor to the Government arises from the migration of stray current from the Government's operation of an electric fish barrier in the Chicago Sanitary and Ship Canal, near the corporate limits of Licensor, and does not in any way arise from any action or inaction of the Licensor."

EXCEPT AS MODIFIED ABOVE, all other terms and conditions of this license remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 on the date first written above.

VILLAGE OF ROMEOVILLE, IL

John D. Noak Mayor, Village of Romeoville

(date)

BY AUTHORITY OF THE SECRETARY OF THE ARMY

Andrew M. Shelton Chief, Real Estate Real Estate Contracting Officer

(date)

Exhibit "A"

