

LICENSE AGREEMENT

Tract: CRAW(3)-41

County: WILL

State: ILLINOIS

THIS LICENSE, made and entered into this _____ day of _____, 2018, by and between **NATURAL GAS PIPELINE COMPANY OF AMERICA LLC**, a Delaware Corporation with a mailing address at 23725 West County Farm Rd., Shorewood, IL 60431 (hereinafter referred to as "Natural" or "Licensor") and **VILLAGE OF ROMEOVILLE**, an Illinois Municipal Corporation with offices at 1050 West Romeo Road, Romeoville, Illinois, 60446 (hereinafter referred to as "Licensee").

WITNESSETH

WHEREAS, Natural is the fee owner of a tract of land described as the East sixty (60) feet of the West Half of the Southwest Quarter of Section 8, Township 36 North, Range 10 East of the Third Principal Meridian in Will County, Illinois (hereinafter referred to as "Natural's Property").

WHEREAS, Natural has constructed and maintains three (3) cathodically protected high pressure natural gas pipelines on Natural's Property; and

WHEREAS, Natural has granted leases, lease agreements and easements to various parties to use and occupy portions of Natural's Property; and

WHEREAS, Licensee has requested that Natural grant to Licensee a license to construct, operate, maintain, repair, replace and remove one (1) ten foot (10') wide asphalt surface and aggregate base course bicycle path, in, under, upon and across a portion of Natural's Property as shown and detailed on the drawing marked Exhibit A and on the drawings prepared by Robinson Engineering Ltd. titled VILLAGE of ROMEOVILLE, ILLINOIS, PROPOSED BIKE PATH AIRPORT ROAD BIKE PATH AT O'HARE DRIVE, PROJECT NO. 17-R0410, attached hereto as Exhibit B and made a part hereof, as though fully set forth herein;

WHEREAS, Natural is willing to grant such a license subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained, Natural does hereby grant, **without warranty of any kind or type**, unto Licensee a license to construct, operate, maintain, repair, replace one (1) ten foot (10') wide asphalt surface and aggregate base course bicycle path, (hereinafter referred to as the "Facilities"), in, under, upon and across Natural's Property pursuant to the specifications set forth on Exhibit A and B.

This License permitted by Natural to Licensee is permitted upon the following express conditions and provisions, which Natural and Licensee expressly acknowledge, undertake and agree to fulfill and discharge; to-wit:

1. **FEE.** At the execution of this License, Licensee shall pay to Natural the sum of Twenty Five Hundred and 00/100 Dollars (\$2,500.00). If Licensee breaches its payment obligations hereunder, this License shall terminate pursuant to the provisions set forth in Section 7.

2. **USE.**

(a) This License is subject to all existing and future encumbrances, leases, license agreements and/or easements of record or issued by Natural or its predecessors in title, provided that the future encumbrances, leases, license agreements and/or easements do not materially interfere with the rights conferred upon Licensee hereunder. In the event of a conflict, Licensee agrees to work with Natural, and with the holder of any such conflicting rights, to resolve the conflict.

(b) Licensee agrees that its Facilities shall be constructed pursuant to the specifications set forth on Exhibit A and those further specifications and requirements set forth in this Agreement or as otherwise required by Natural.

(c) Licensee hereby acknowledges that Licensee does not have authorization to construct and maintain any additional facilities on Natural's Property other than the Facilities referenced herein. Licensee further acknowledges that it shall not locate any structures, including but not limited to, lights, signs, benches, water fountains, etc. on Natural's Property. Licensee further acknowledges that it cannot change the grade or drainage on Natural's Property without the prior written consent of Natural.

(d) The rights of Natural to utilize Natural's Property will, at all times, be and remain paramount to the rights herein granted to Licensee by Natural. Natural, at all times, shall have free and unrestricted use of its land and access to its land for its employees, agents, contractors, subcontractors, representatives, assigns and Licensees, and Natural shall not be liable to any extent for any damages to Licensee's Facilities that Licensee may make or install on Natural's Property that may be occasioned as a result of the use of Natural's Property by Natural, its employees, agents, contractors, representatives, assigns and Licensees, or damages to Licensee's Facilities caused by or on account of Natural's maintenance, replacement, removal or installation of any of Natural's facilities on Natural's Property.

(e) Licensee shall not cause Natural's Property to be encumbered, pledged or used as any form of security and/or collateral for any reason.

(f) Licensee hereby agrees it will not suffer or permit any mechanic's lien or other such lien to attach to Natural's Property, by reason of any improvements upon or alterations to Natural's Property or work done thereon by or upon the order of Licensee, and will

save Natural harmless from any such lien or claim therefor and from any and all costs or expenses incurred in connection with any such lien or claim. Should any such lien be placed upon Natural's Property, Licensee will immediately at its sole cost obtain the discharge of same or, at its option Natural may itself discharge any such lien, and Licensee shall promptly reimburse Natural for same. In the event that Licensee does not so reimburse Natural within thirty (30) days of Natural's demand for such reimbursement, then Natural may, at its option by written notice, at any time terminate this license. Any such termination shall not be deemed a waiver of any other remedies of which Natural may be entitled under this license or at law.

(g) Licensee agrees not to plant any trees or shrubs on Natural's Property.

3. CONSTRUCTION AND MAINTENANCE ON NATURAL'S PROPERTY.

(a) Subject to the provisions of Section 2(d) above, in the event Natural shall, at any time, desire or be required to construct, reconstruct or alter the grade or location of its pipeline or other facilities upon Natural's Property, or in the event Natural shall, at any time, desire to construct additional pipelines, appurtenances or other facilities upon Natural's Property, and if, in the judgment of Natural, it is necessary that the Facilities be temporarily closed, altered or interfered with in any way, or if for any other reason Natural deems it necessary to take such action, Natural shall, to the extent determined by Natural to be practical, notify Licensee of the necessity for such action and use reasonable efforts to minimize the interference or alteration of the Facilities.

(b) Notwithstanding the foregoing, the Facilities may be temporarily closed, altered or interfered with to the extent reasonably necessary to accommodate Natural's present or future facilities on Natural's Property.

4. CONSTRUCTION.

(a) Licensee agrees to pay all damages to the facilities of Natural caused by the construction, operation, maintenance, repair, replacement or removal of the Facilities as referenced herein. Licensee further agrees and warrants that it will construct, operate, maintain, repair, replace and remove the Facilities in accordance with industry practice and standards, and with all statutes and regulations of any government entity having jurisdiction.

(b) Licensee and its employees shall conform, and Licensee hereby agrees to contractually require its agents, contractors, subcontractors or other invitees to conform, to all requirements of this License and Licensee shall maintain a copy of this License on the job site at all times during the installation of the Facilities. Such copy will be available to Natural's representative upon request.

(c) Licensee shall not excavate on Natural's Property for any purpose without giving Natural forty eight (48) hours notice, by telephone at 815- 272-9154, and shall not conduct any excavation outside the presence of Natural's representative, and Licensee agrees upon request to reimburse Natural for the service of such representative or representatives.

(d) If Licensee or its representatives perform any grading, leveling, digging or excavation work on Natural's Property, Licensee will notify Illinois ONE CALL at least forty eight (48) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on Natural's Property.

(e) No work as approved herein shall be performed within twenty-five feet (25') of any pipeline or facility of Natural without Natural's representative being on-site. All digging within twenty-five feet (25') of any pipeline or facility of Natural shall be monitored by Natural's representative. All digging within three feet (3') of any pipeline or facility of Natural shall be performed by hand. In the event that contact is made with Natural's pipeline, said contact shall be reported immediately to Natural's representative.

(f) Natural's representative may require temporary discontinuation of any construction activity or other activity that in his/her sole opinion endangers Natural's pipeline or facilities. Thereafter, the representative shall consult with Licensee and Licensee shall satisfy all concerns of Natural's on-site representative prior to Natural authorizing continuing construction or other activities.

(g) All earth-moving equipment and other heavy equipment working on Natural's Property must be approved by Natural's representative.

(h) No material, fill, spoil, pipe or other material shall be stored on Natural's Property.

(i) Licensee agrees that other than the Facilities referenced herein, Natural's Property will not be used for access, parking and/or storage by Licensee, its contractors or subcontractors.

(j) The existing grade and/or ground cover on Natural's Property shall not be altered or reduced without Natural written consent, and if it is altered or reduced, upon completion of construction, Licensee agrees to restore all disturbed areas on Natural's Property other than the areas associated with the Facilities, as nearly as practicable to their original condition at Licensee's sole cost and expense.

(k) The Facilities constructed pursuant hereto must maintain a constant elevation across the entire width of Natural's Property.

(l) The natural drainage of Natural's Property, and that of adjoining landowners, shall not be impeded during and/or after construction of the Facilities.

(m) All drain tile, fences and other similar facilities of Natural that are damaged or destroyed shall be repaired or replaced in good and workmanlike manner by Licensee at its own cost and expense.

5. INDEMNITY.

(a) Licensee agrees to defend, indemnify and hold harmless Natural, its successors, assigns, directors, officers, employees, its parents, affiliates and subsidiaries against and from any and all claims, actions, causes of actions, suits, demands, damages, losses or liability whatsoever, including but not limited to reasonable attorney and expert fees and investigation costs ("Claims") arising out of, incidental to, or otherwise related in any way to the use of Natural's Property by Licensee, its agents, contractors, subcontractors, employees, invitees and/or its licensees including, without limitation, Claims for contribution or Claims of any governmental entity under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., whether such Claims are brought during or after the term of this Agreement or whether such claims are caused by or contributed to by the joint or concurring negligence of Natural, its agents, employees, contractors or subcontractors.

(b) Natural shall not be responsible to Licensee for special, consequential, indirect or similar damages, including lost profits, that might arise in the event Natural, its agents employees, contractors or subcontractors damage the Facilities, require temporary closure of the Facilities or breach this License Agreement.

(c) Licensee shall expressly include Natural as a protected and/or released party in any and all waivers or releases of liability or other similar documents signed by participants, spectators or other users of Licensee's property.

6. INSURANCE.

(a) Licensee agrees to maintain, at its own cost and expense such insurance as will protect Natural from all claims for damages to persons and to property that may arise from any operations under this License. Nothing contained in this insurance section is intended to limit or alter the liability of each of the parties as outlined in the indemnity section above. Licensee shall purchase and maintain insurance, during the entire term of this License the following types of insurance policies and the minimum limits of insurance coverage listed in subsections A, B & C as listed below:

A. Worker's Compensation and Employer's Liability Insurance, in accordance with all applicable state and federal laws, and specifically including the following:

- 1) Employer's Liability, including Occupational Disease, subject to a limit of liability of not less than \$5,000,000.00 per accident.
- 2) If Licensee performs work on or adjacent to navigable waterways, Licensee shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers Compensation Act and, if an exposure exists, the Jones Act.
- 3) Waiver of Subrogation in favor of Natural.

B. Commercial General Liability Insurance, with combined single liability limits for bodily injury and property damage of not less than \$5,000,000.00 per occurrence. Such insurance shall include the following:

- 1) Contractual Liability, insuring the indemnity agreements contained in this Agreement.
- 2) Coverage for damage due to collapse of, or structural injury to, any building or structure due to excavation, tunneling, pile driving, cofferdam or caisson work, or dredging; to moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof; to blasting or explosions; or to wires, conduits, pipes, mains, sewers, tanks, tunnels or any other property below the surface of the ground.
- 3) Coverage for sudden and accidental pollution liability.

C. Comprehensive Automobile Liability Insurance, with combined single liability limits for bodily injury and property damage of not less than \$5,000,000.00. Such coverage shall include owned, hired and non-owned vehicles.

Insurance in Paragraphs B and C shall: 1) include Natural as an Additional Insured; 2) be primary (as opposed to excess) and non-contributing to all other insurance or self-insurance programs maintained by Natural; and 3) not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to Licensee. Licensee agrees to waive all rights of subrogation against Natural, and shall include waivers of subrogation in favor of Natural on all insurance policies required in subsection A, B and C.

Licensee agrees that the insurer(s) providing such insurance, including contractor and sub-contractor insurance shall have an A.M. Best rating of at least A-/VIII. Prior to the commencement of any work on the Facilities and during the entire term of this License, Licensee shall furnish a certificate of insurance (or renewal certificate) in a form satisfactory to Natural, evidencing insurance coverage as indicated above. Such certificate or certificates shall contain a statement by the insurer that it will give Natural written notice at least thirty (30) days prior to the termination of, or any reduction in, any of the insurance required by this License and ten (10) days notice for non-payment of premium. Licensee agrees that if it fails to maintain insurance coverage that it will be cause for immediate termination and cancellation of this License upon notice to Licensee.

Before commencing any performance under this License, each contractor or subcontractor shall furnish Natural with Certificates of Insurance evidencing insurance coverage and provisions provided for in this License. Failure to furnish such evidence of insurance coverage shall not be considered a waiver by Natural of such coverage. Such certificate or certificates shall contain a statement by the insurer that it will give Natural written notice at least sixty (60) days prior to the termination of, or any reduction in, any of the insurance required by this License. All deductibles, self insured retentions and self insurance carried by the contractors and

subcontractors under their insurance programs are the sole responsibility of the contractor or subcontractor and will not be borne in any way by Natural. Licensee, contractors and subcontractors will indemnify Natural, in full, for any amounts related to the above.

7. TERMINATION.

(a) Except as to the period of time commencing as of the date of execution of this License and continuing until the Facilities are in use, in the event that Licensee shall cease to use said Facilities for a period of twenty-four (24) consecutive months, all rights granted to Licensee hereunder shall cease and terminate. Upon such cessation and termination of Licensee's rights, Licensee shall remove said Facilities within six (6) months of the date of termination of its rights under this License. Should Licensee fail to do so, Natural may remove same, at Licensee's risk, and the cost thereof shall be borne by Licensee.

(b) In the event of Licensee's breach of any covenant, condition or other obligation of Licensee under this License, this License shall terminate upon thirty (30) days written notice from Natural to Licensee informing Licensee of termination of this License due to such breach, provided, however, that if Licensee fully cures such breach within the referenced thirty (30) days period, this License shall not terminate because of such breach. The determination as to whether a breach has been fully cured shall be in Natural's sole discretion, and further provided that this cure provision shall not in any way diminish Natural's rights as stated in Section 2(d) or Section 3. Natural's exercise of its right to terminate this License shall not excuse Licensee from the fulfillment or satisfaction of any obligation under this License which has accrued prior to Natural's termination of the same. Upon termination of this License, Licensee shall remove all of its property, if any, within any time specified by Natural, but in no event later than six (6) months after the date of termination. In effecting such removal, the premises shall be restored by Licensee to a condition satisfactory to Natural. If Licensee shall fail to make the removal in the manner and time set forth in the notice given, Natural may make the removal and make said restoration, all at the sole risk, cost and expense of Licensee.

(c) Licensee shall be liable for and shall reimburse Natural upon demand for all reasonable attorney's fees, costs and expenses (including expert witness fees) incurred by Natural in enforcing Licensee's obligations under this License, whether or not Natural files legal proceedings in connection therewith.

8. TAXES AND ASSESSMENTS.

Licensee shall pay all taxes and assessments levied on account of any and all improvements placed thereon by Licensee during the term of this License, and Licensee, upon presentation by Natural of bills for the amount thereof, shall reimburse Natural within thirty (30) days of receiving said bills for any such taxes, license fees or other charges which may be paid by Natural. In the event that Licensee does not reimburse Natural, then this License shall terminate pursuant to the provisions of Section 7.

9. **NOTICES.**

All notices and communications to Natural shall be sent by registered or certified mail, return receipt requested, or by a reputable overnight delivery service addressed to: Attention: Land and Right-Of-Way Department, and to Natural Gas Pipeline Natural of America LLC, 23725 West County Farm Road, Shorewood, Illinois 60431, or at such other place as Natural may, from time to time, designate in writing. All notices and communications to Licensee shall be sent by registered or certified mail, return receipt requested, or by a reputable overnight delivery service addressed to: Village of Romeoville, 1050 West Romeo Road, Romeoville, Illinois, 60446, or at such place as Licensee may, from time to time, designate in writing.

10. **SUCCESSORS AND ASSIGNS.**

This License shall be binding on and shall inure to the benefit of Licensor and Licensee and their respective successors and assigns subject to the terms herein. This License is not assignable or transferable by Licensee except to an entity wholly owned by Licensee and subject to the written approval of Natural. Any attempt to assign or transfer this License by Licensee in violation of these provisions shall void or terminate this License, without the necessity of any notice or action by Natural.

11. **NON-WAIVER OF COVENANTS.**

The failure of a party to enforce or the delay in enforcing any term of this License shall not be deemed a waiver of any provision herein. No waiver of any breach of any of the covenants of this License shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Natural of any of the fees or charges set forth in this License shall not constitute a waiver of any breach or violation of the terms or conditions of this License.

12. **AUTHORITY.**

Licensee represents and warrants that it has the authority to enter into this License and that no further authority or approvals are necessary to make this License valid and enforceable.

13. **RECORDING.**

This License is personal to Licensee, and shall not be placed of public record, nor shall it be assigned or transferred in any manner without the express written approval and consent of Natural.

14. ENTIRE AGREEMENT.

This License and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Licensor and Licensee concerning the premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise expressly provided, no subsequent alteration, amendment, change or addition to this License shall be binding upon Licensor or Licensee unless reduced to writing and signed by them.

IN WITNESS WHEREOF, the parties hereto have mutually executed this License Agreement, as of the day and year first above written.

NATURAL GAS PIPELINE COMPANY OF AMERICA LLC, Licensor

By: _____

Name: _____

Title: _____

VILLAGE OF ROMEOVILLE, Licensee

By: _____

Name: _____

Title: _____

EXHIBIT A

Bicycle Path approximately ten feet (10') in width depicted as RED area shown below:



EXHIBIT B

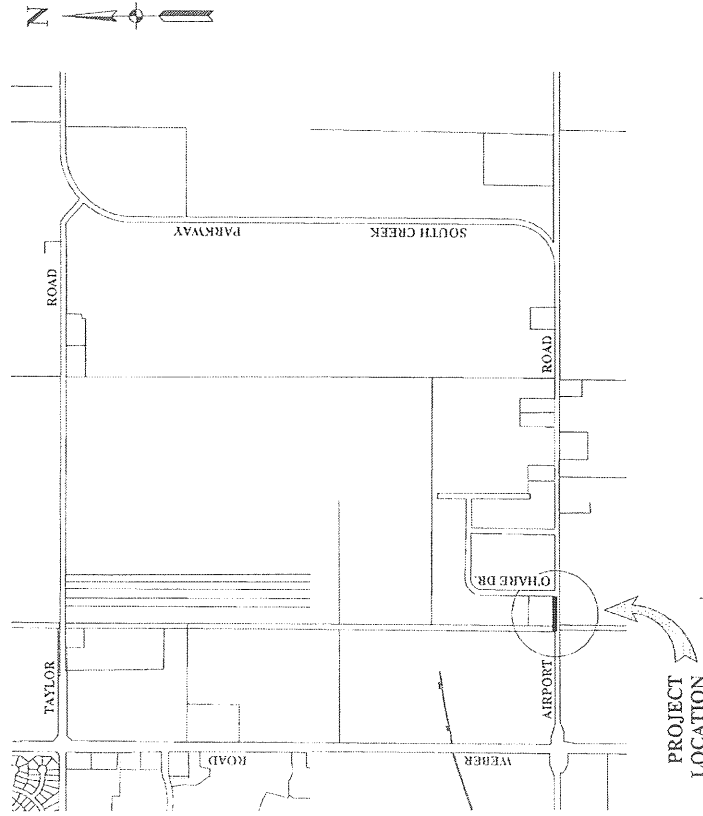
Drawings prepared by Robinson Engineering Ltd. titled VILLAGE of ROMEOVILLE, ILLINOIS,
PROPOSED BIKE PATH AIRPORT ROAD BIKE PATH AT O'HARE DRIVE, PROJECT NO. 17-
R0410.

SECTION TOWNSHIP RANGE

VILLAGE of ROMEOVILLE, ILLINOIS

PROPOSED BIKE PATH

AIRPORT ROAD BIKE PATH AT O'HARE DRIVE



INDEX OF SHEETS

1. COVER SHEET
2. PLAN AND PROFILE
- 3-4. CROSS SECTIONS

VILLAGE OF ROMEOVILLE, ILLINOIS

APPENDIX

OTHER SHEETS, ETC.

PREPARED BY AS SHOWN THE
SHEET NUMBER 17



550 E. W. 112/12

PREPARED BY



ILLINOIS PROFESSIONAL ENGINEER

PROJECT NO. 17-R0410

SHEET NO. 1 OF 1

TITLE BLOCK OVERLAYS

Call
Jolie
Blum
Engineering

JOINT
UTILITY
LOCATION
INFORMATION FOR
CONSTRUCTION
OF NEW LINES AND
EXISTING LINES, GAS, WATER,
SEWER, ETC.

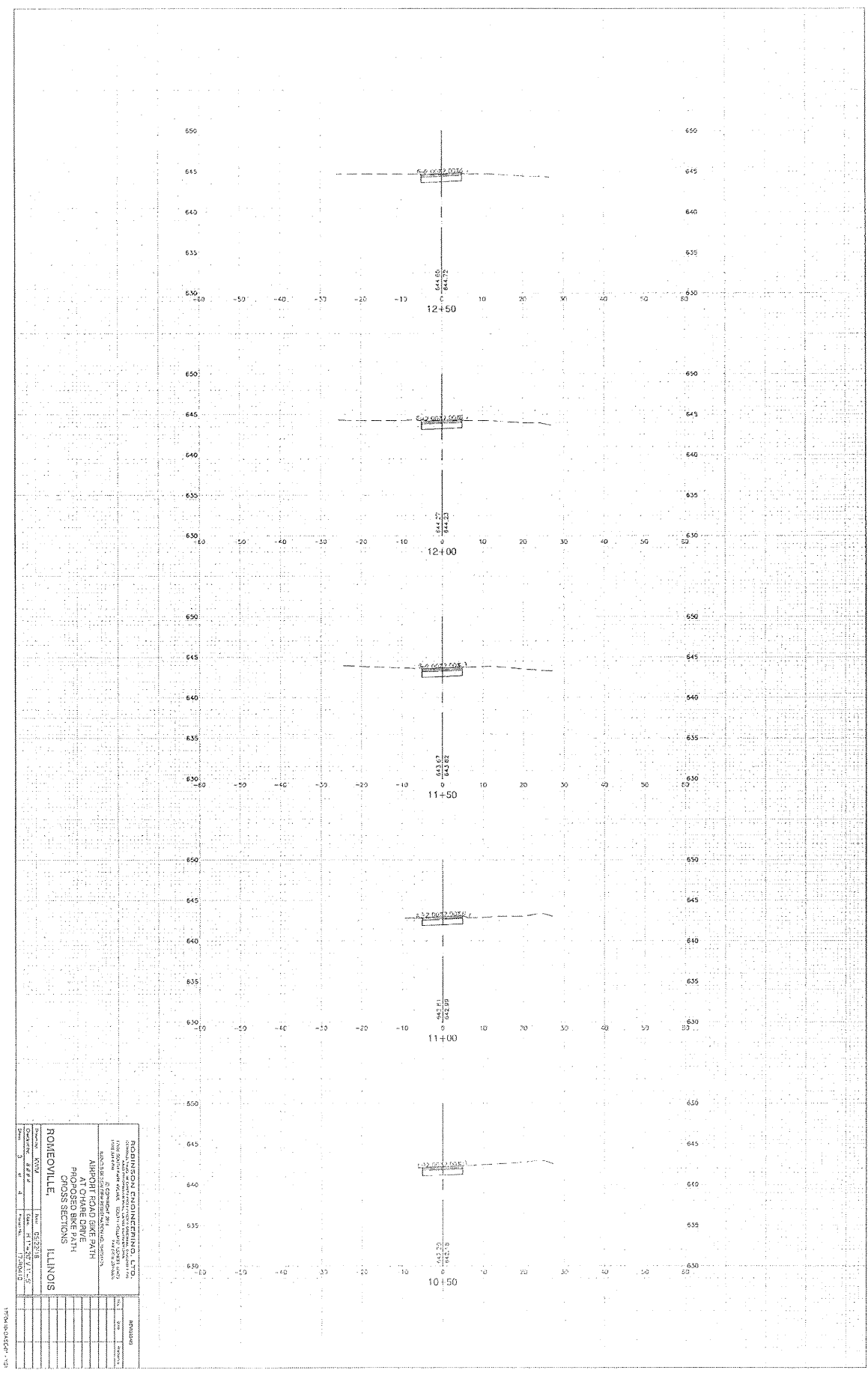
JOELIE
BLUM
ENGINEERING
CONSULTING SYSTEM

CALL 811 OR 1-800-892-8123

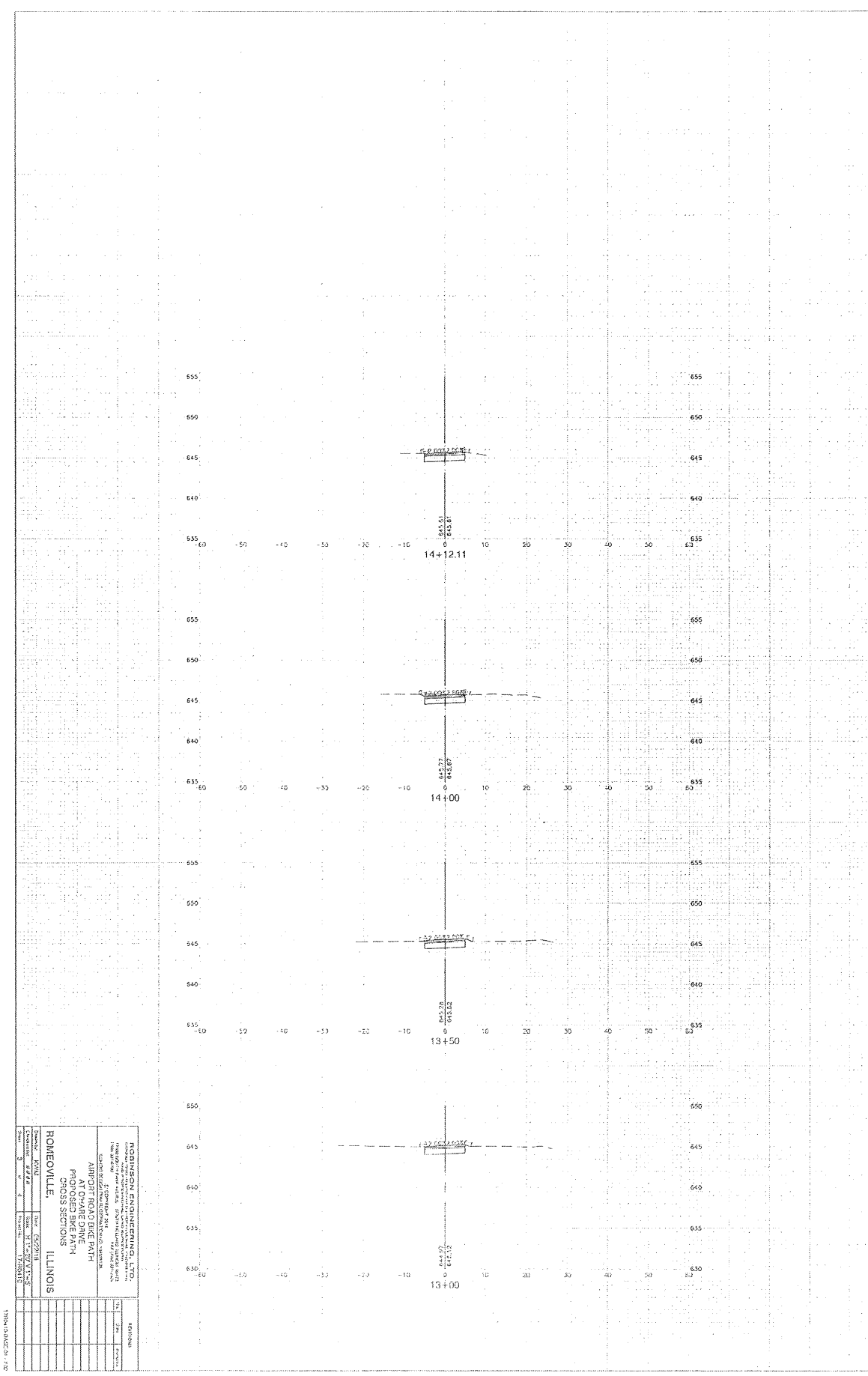


STA 10+51.84 TO STA 14+15.36

[illegible]



ROBINSON ENGINEERING, LTD. 1100 N. W. 11th Ave., Suite 100 Fort Lauderdale, FL 33304 Phone: (305) 441-1100 Fax: (305) 441-1101	
PROJECT: AT CHASE DRIVE PROPOSED BIKE PATH CROSS SECTIONS ROMEVILLE, ILLINOIS	
DRAWN: KAY CHECKED: J.P. DATE: 11/1/93	SCALE: AS SHOWN SHEET: 11 OF 12



ROBINSON ENGINEERING, LTD. 1100 North Lincoln Road, Suite 100 Lincoln, Illinois 62256 Phone: (618) 791-1100 Fax: (618) 791-1101 E-mail: info@rob-engineering.com			
PROJECT INFORMATION PROJECT NAME: AIRPORT ROAD BIKE PATH AT CHARGE DRIVE PROPOSED BIKE PATH CROSS SECTIONS LOCATION: ROMEOVILLE, ILLINOIS			
DRAWN: GREGORY CHECKED: KYLE		SCALE: 1" = 20'-0" A-S DATE: 11/11/13	
DESIGNER: R.E.R.	DATE: 3	BY: 4	REVISION: 1
REVISIONS			
NO.	DATE	DESCRIPTION	
1	11/11/13	ISSUED FOR PERMIT	



Robinson Engineering Community Development

COST ESTIMATE

REL # 17-R0410

Local Agency Village of Romeoville
Location
Description Path

Schedule for Single Bid

(For complete information covering these items, see plans and specifications

TOTAL COST ESTIMATE	\$13,145.00
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Item Number	Items	Unit	Quantity	Unit Price	Total
1	EARTH EXCAVATION	CU YD	90	\$30.00	\$2,700.00
2	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	405	\$15.00	\$6,075.00
3	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	46	\$85.00	\$3,910.00
4	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	20	\$8.00	\$160.00
5	DETECTABLE WARNINGS	SQ FT	10	\$30.00	\$300.00



Manufactured by Robinson Engineering

REL # 17-R0410

SCHEDULE OF PRICES

Local Agency	Village of Romeoville
Location	
Description	Path

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Bidder's Proposal for making Entire Improvements
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Item No.	Items	Unit	Quantity	Unit Price	Total
1	EARTH EXCAVATION	CU YD	90		
2	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	405		
3	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	46		
4	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	20		
5	DETECTABLE WARNINGS	SQ FT	10		