

PIPELINE LICENSE

Prepared by:  
Commuter Rail Division of the Regional  
Transportation Authority d/b/a Metra  
547 West Jackson Boulevard  
Chicago, Illinois 60661  
Attn: Director, Real Estate and Contract  
Management  
Phone: (312) 542-8189

After recording return to:  
City of Joliet  
150 West Jefferson Street  
Joliet, Illinois 60432  
Attn: Anthony Anczer  
Phone: (815) 724-4226

PIN(s): (portion of) 30-07-10-507-016-  
0000  
(Will County)

(Above Space for Recorder's Use Only)

**PIPELINE LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT ("Agreement")**, Metra Agreement No. \_\_\_\_\_, is entered into by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation whose address is 547 West Jackson Boulevard, Chicago, Illinois 60661 ("**Metra**"), and City of Joliet, a(n) Illinois municipal corporation with offices located at 150 West Jefferson Street, Joliet, Illinois 60432, ("**Licensee**").

**NOW, THEREFORE**, for and in consideration of payments to be made to Metra by Licensee, as hereinafter set forth, and also of the covenants and agreements hereinafter stated, Metra hereby grants to Licensee a non-exclusive license ("**License**"), being five (5) feet in width to use Metra's property for the purpose of installing a sixteen (16)-inch ductile iron water main to transport water ("**Pipeline**"), and for no other purpose, along, across and underneath the right of way and tracks (or track, as the case may be) owned and/or controlled by Metra located approximately 100 feet east of Henderson Avenue, (MP 39.40) in Joliet, Illinois, on Metra's Rock Island Line (GPS coordinates 41.525047, -88.064152), as delineated on **Exhibit "A"** ("**License Premises**") attached to and made a part of this Agreement, together with the right of reasonable access thereto for the purpose of exercising the rights and privileges granted in this Agreement. Licensee to maintain, operate and renew the same during the continuance of this License.

**THIS LICENSE** is granted upon the following express conditions, terms, and covenants to be observed, kept and performed by Licensee:

1. As one of the considerations for this License, Licensee agrees to pay to Metra the sum of \$2,500 for the cost of preparing this License, payable in advance.

2. (a) Said Pipeline shall be constructed in accordance with the specifications and notes set forth on Exhibit A. The installation of said Pipeline, including but not limited to the digging and filling of any trench and the time and manner of doing all of the work or of any maintenance, repairs, replacements, or renewals upon the License Premises, shall be as directed by Metra's authorized representatives.

(b) All of said work shall be done at Licensee's sole cost and expense, in a good and workmanlike manner, and in accordance with the plans, specifications, and profiles to be prepared by Licensee and submitted for approval to Metra's authorized representative(s), and until such approval is given, said work shall not be commenced by Licensee.

(c) Licensee agrees that it will bear and pay the entire cost of constructing, maintaining, repairing, replacing, and operating said Pipeline. Licensee shall install, construct, maintain, repair, replace, and operate the Pipeline in accordance with all applicable federal, state, and local municipal laws, ordinances, rules, and regulations promulgated by governmental authorities.

(d) Licensee shall not commence work upon the License Premises until Metra shall have approved Licensee's plans, specifications and profiles, such approval not to be unreasonably withheld or delayed. Metra's approval of Licensee's plans, specifications, and profiles shall not relieve Licensee of the duty to verify that the plans, specifications and profiles, and all amendments thereto, are in compliance with the requirements of this paragraph.

(e) Any assignment, sub-licensing, leasing, addition of more pipes, capacity, equipment, or any other expansion of the use of the License Premises beyond that indicated in the plans and specifications approved by Metra, is strictly prohibited without the prior written consent by Metra. Any such changes made without Metra's consent shall be void and will be considered a material breach of this Agreement allowing Metra, at its discretion, to terminate this Agreement and require Licensee to remove the Pipeline and any other facilities or equipment from the License Premises.

3. Upon completion of the initial installation and construction of the Pipeline, and upon completion of any subsequent installation, reconstruction, replacement, repair or maintenance of the Pipeline subsequent to its construction, Licensee, at its own cost and expense, shall remove any debris and restore, or cause to be restored to the reasonable satisfaction of Metra, the License Premises and any other affected portion of Metra's property ("**Property**") as nearly as may be possible, to the same or better condition than that which existed immediately prior to commencement of such activities by Licensee. In the event Licensee fails to cause the Premises and the Property to be restored to the reasonable satisfaction of Metra as provided for herein, Metra shall have the right to restore the License Premises and the Property and Licensee shall reimburse Metra for all costs and expenses incurred by Metra in its performance of the obligations imposed upon Licensee hereunder.

4. Metra shall permit Licensee reasonable right of entry to the License Premises for the purpose of routine maintenance and operation of said Pipeline. Licensee's contractor(s) will be required to enter into a Right of Entry Agreement with Metra prior to any access to the License Premises for the purpose(s) of installation, construction, reconstruction, repair, replacement, or removal of said Pipeline. An application for a Right of Entry Agreement can be found at Metra's website: <https://metra.com/advertising-and-partnering-with-metra>, or by contacting Metra's Right of Way Administrator at 312-542-8189. Licensee shall contact Metra's Right of Way Administrator prior to performing any construction, revision, or action to the Pipeline or on the License Premises or Property beyond that which would be reasonably considered routine maintenance and/or operation of the Pipeline. Said construction, revision, or action may require railroad flagging protection and/or revised insurance requirements depending on the scope of the work to be performed and the proximity of said work to the live tracks.

5. Any rights to the License Premises not specifically granted to Licensee herein are reserved to Metra and its successors and/or assigns. The Pipeline shall be installed, constructed, repaired, maintained and operated in a manner so as not to interfere with efficient rail operations or any other business operations or activities being conducted by Metra or Metra's tenants or permittees on the License Premises and so as not to prevent or unreasonably interfere with use and enjoyment of the License Premises by Metra, its employees, agents or permittees for the purpose(s) to which the License Premises is now, or may hereafter be, committed by Metra. Metra shall have the right to retain the existing tracks and other improvements at the location of this Pipeline on or adjacent to the License Premises and also shall have the right at any and all times in the future to construct, maintain and operate over, under, across or parallel to said Pipeline such additional track or tracks as it may from time to time elect. Nothing shall be done or caused to be done by Licensee that will in any manner impair the usefulness or safety of the tracks and other improvements of Metra, or such track or tracks and other improvements as Metra may in the future construct or cause to be constructed over, under, across, or parallel to said Pipeline. This License is expressly subject to the rights of third parties to maintain utility and other improvements permitted by Metra on the License Premises and the Property. Metra reserves the exclusive right to grant future licenses over, under, across or parallel to said Pipeline, provided such licenses do not interfere with the Pipeline and the rights granted Licensee pursuant to this Agreement, as determined by Metra in its sole discretion.

6. Licensee shall not place, keep, store, or otherwise permit any equipment or materials to be placed, kept or stored on the License Premises or the Property except during such time as Licensee's employees, agents or contractors are physically present and conducting activities permitted under the terms of this License. Licensee agrees that it shall not operate or cause to be operated any vehicle of any kind on the License Premises, on any track or on the Property without prior authorization from Metra's authorized representative; provided, however, that Licensee shall not be prohibited from operating Licensee's vehicles and equipment on any public crossing of Metra's tracks and rights of way. If deemed necessary by Metra, Railroad flagging will be provided by Metra, the cost of such services to be paid by Licensee. An \$850.00 minimum daily deposit is required for flagging costs. Metra's flagging fees are based on actual expenses incurred for the project. The daily deposit is based on one (1) flagger during the hours of 7am to 3pm. Additional costs may be incurred for: additional flaggers, travel hours, overtime

or holiday work, equipment and/or materials. Expenses charged against the project will be deducted from the initial deposit. Any costs exceeding the deposit will be billed accordingly.

7. Licensee agrees that it will, immediately upon receipt of a statement showing the amount thereof, pay all costs of any and all work performed upon the right of way and tracks of Metra which shall be made necessary by the construction, maintenance, repair, replacement, renewal, or presence thereon of said Pipeline.

8. Licensee agrees that before and during the installation, construction, replacement, repair, maintenance, or operation of said Pipeline, or at any other time, Metra shall have the right to provide such safe and temporary structures as it may deem necessary for safely caring for and preserving its tracks, buildings or other improvements and Licensee agrees to pay to Metra the entire cost of putting in or removing such temporary structures and of restoring the License Premises and the Property as near as may be possible to the same condition that existed before the commencement of said work.

9. Licensee agrees that should the construction, maintenance, operation, repair, or presence of the Pipeline necessitate any change or alteration in the location or arrangement of any other pipelines, appurtenances or other improvements located on the License Premises or the Property, the cost of such change or alteration shall be paid by Licensee within thirty (30) days of presentation of a bill by Metra. Licensee further agrees that if, at any time, Metra shall desire to change the location or grade of its track or tracks or shall desire to use or allow third party railroads to use its right of way at said point of crossing or at any point along a parallel course with the Pipeline for any purpose whatsoever, including but not limited to track installations by Metra or third parties, Licensee, at its own cost and expense, shall alter, relocate or make all changes to the Pipeline required by Metra. If Licensee shall fail, neglect, or refuse to relocate or make such change(s) to the Pipeline for a period of ninety (90) days after the receipt of written notice from Metra, then Metra may make or cause to be made such relocation or change(s) at the expense of Licensee.

10. Licensee shall at all times install, construct, replace, repair, maintain and operate said Pipeline in a secure, safe and sanitary condition and in accordance with all applicable laws, ordinances, rules and regulations. Licensee shall take all reasonable safety precautions to adequately secure the License Premises, warn of risks and ensure the safety of the public during periods of construction, reconstruction, replacement, repair, maintenance, and operation of the Pipeline. If the manner of installing, constructing, repairing, maintaining, replacing, or operating said Pipeline shall at any time be in violation of any applicable law, rule, regulation or ordinance, then Licensee, at no cost or expense to Metra and upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction over the License Premises, shall make such changes or repairs as shall be necessary. Failure or refusal of Licensee to make the required changes or repairs within the time prescribed by said agency shall terminate this License, provided that it shall not terminate as long as Licensee, in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, rules, regulations or ordinances.

11. To the fullest extent permitted by law, Licensee hereby assumes and agrees to release, acquit and waive any rights against and forever discharge Metra, the Regional Transportation Authority (“**RTA**”) and the Northeast Illinois Regional Commuter Railroad Corporation (“**NIRCRC**”), their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, or on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with, the use of the License Premises or any other Metra property (“**Property**”) for the purposes set forth in this Agreement, or which may occur to or be incurred by Licensee, its employees, officers, agents and all other persons, firms and corporations acting on Licensee’s behalf or with Licensee’s authority while on the License Premises or Property or arising from the condition of the License Premises or the Property during the term of this Agreement, whether or not such injuries or damages are caused by the actions, omissions or negligence of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

12. To the fullest extent permitted by law, Licensee agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorneys’ fees) as a result of claims, demands, actions, suits, proceedings, judgments or settlements arising out of or in any way relating to or occurring in connection with, the use of the License Premises or the Property for the purposes set forth in this Agreement, or the condition of the License Premises or the Property, or which may occur to or be incurred by Licensee, its employees, officers, agents, and all other persons, firms and corporations acting on Licensee’s behalf or with Licensee’s authority while on the License Premises or the Property, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the actions, omissions or negligence of Metra, the RTA or the NIRCRC. Metra agrees to notify Licensee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Licensee further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision, whether such claims, suits, actions or proceedings are rightfully or wrongfully made or filed; provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. Licensee shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

13. Prior to entering upon the Premises, Licensee agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department and shall deliver to Metra's Risk Management Department, 547 W. Jackson Blvd., Chicago, IL 60661 certificates of insurance or such other documentation acceptable to Metra's Risk Management Department. At a minimum, Licensee shall obtain and keep in force the insurance coverages, kinds, and amounts, relating to the Premises as listed on **Exhibit "B" ("Insurance Requirements")** during all periods that Licensee or those persons authorized by or acting on behalf of Licensee are on the Premises to perform or cause to be performed any installation, construction, maintenance, or repair with respect to the Pipeline. (Metra may change said insurance requirements from time to time). The total cost of the premium for such insurance shall be at the expense of Licensee or its contractor(s) and/or sub-contractor(s).

14. Licensee or its contractor(s) shall not commence any work until it has obtained and provided the required insurance and has received approval of same by Metra. All policies must be in full force at the time of submission and shall not be canceled, modified, limited, or allowed to expire without having given Metra thirty (30) days prior written notice of such. Notice must be sent via certified mail to: Metra, Attention: Director, Risk Management, 15th Floor, 547 West Jackson Boulevard, Chicago, Illinois 60661.

15. This License may be terminated by Metra effective immediately upon notice to Licensee if the License Premises, or any portion thereof, are needed for any Metra or railroad purposes as determined by Metra in its sole discretion or Licensee ceases to operate or maintain the Pipeline or violates any of the terms, conditions or provisions set forth in this License. In case of termination, Licensee shall remove from the License Premises said Pipeline and shall restore said License Premises to the same or better condition than that which existed prior to the construction and installation of said Pipeline; or upon failure, neglect or refusal of Licensee to do so, Metra may make or cause to be made such removal and restoration, and the total cost hereof shall be paid by Licensee; or, if Metra shall so elect, it may treat the said Pipeline as abandoned by Licensee and may make such disposition thereof as it may see fit. This License shall be perpetual unless terminated in accordance with the terms.

16. This License and all of the terms, conditions, rights, and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that Licensee shall not assign its rights under this License without first having received the prior written consent of Metra.

17. All payments required to be made by Licensee to Metra under the terms, conditions, or provisions of this License shall be made within sixty (60) days of Licensee's receipt of any demand or invoice from Metra evidencing the amount due to Metra. Payments not made within said sixty (60) day period shall accrue interest at a rate of one and one half percent (1 ½%) per month or the highest amount permitted by Illinois law, whichever is less, from the date payment is due until paid.

18. All notices, demands and elections required or permitted to be given or made by either party upon the other under the terms of this License or any statute shall be in writing. Such

communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, or hand delivered to the respective addresses shown below or to such other party or address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, or on the day of delivery if hand delivered.

- (a) Notices to Metra shall be sent to:  
Metra  
547 West Jackson Boulevard  
Chicago, Illinois 60661  
Attn: Real Estate & Contract Management, Director  
Phone: (312) 542-8189
- (b) Notices to Licensee shall be sent to:  
City of Joliet  
150 West Jefferson Street  
Joliet, Illinois 60432  
Attn: Anthony Anczer  
Phone: (815) 724-4226

19. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the parties. No waiver of any obligation or default of Licensee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This License constitutes the entire agreement between the parties with respect to the subject matter hereof.

LICENSEE ACKNOWLEDGES THAT INSTRUMENTS OF RECORD, COURT DECISIONS, OR THE LAWS OF THE STATE IN WHICH THE LICENSE PREMISES ARE LOCATED MAY LIMIT THE QUALITY OF METRA'S TITLE. LICENSEE FURTHER ACKNOWLEDGES THAT LICENSEE PURCHASES THE LICENSE SUBJECT TO THESE POSSIBLE LIMITATIONS ON THE TITLE AND ASSUMES ALL RESPONSIBILITY FOR INVESTIGATING THE TITLE TO THE LICENSE PREMISES AND THE APPLICABLE LAWS OF THE STATE.

**(Signature Page to Follow)**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LICENSEE,  
CITY OF JOLIET:**

**THE COMMUTER RAIL DIVISION OF  
THE REGIONAL TRANSPORTATION  
AUTHORITY D/B/A METRA:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

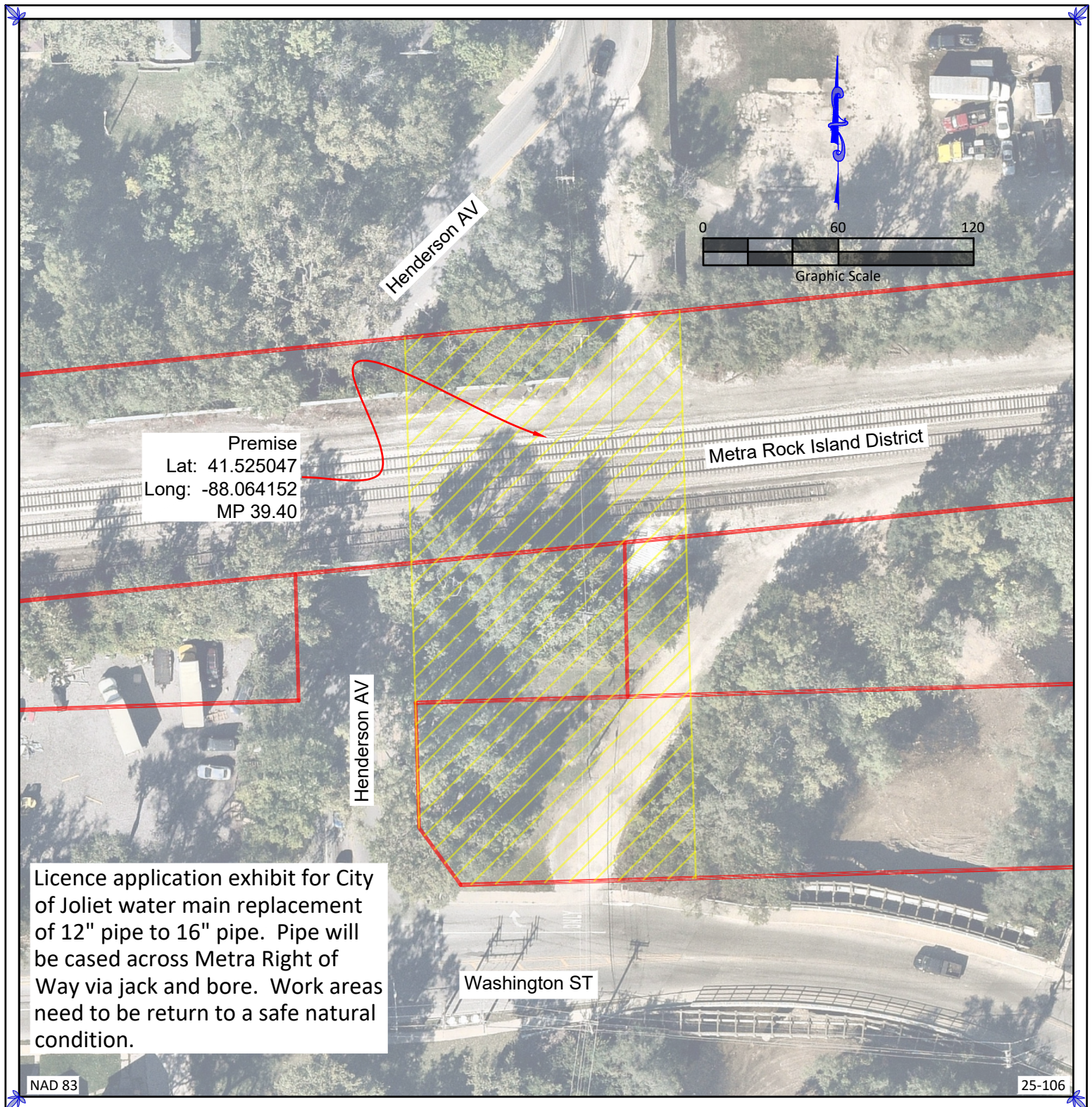
Name: James M. Derwinski by JAM

Title: \_\_\_\_\_

Title: CEO/Executive Director



# Exhibit A



## Metra Stipulations:

The contractor, when awarded, will require a right of entry.

## EXHIBIT "A"

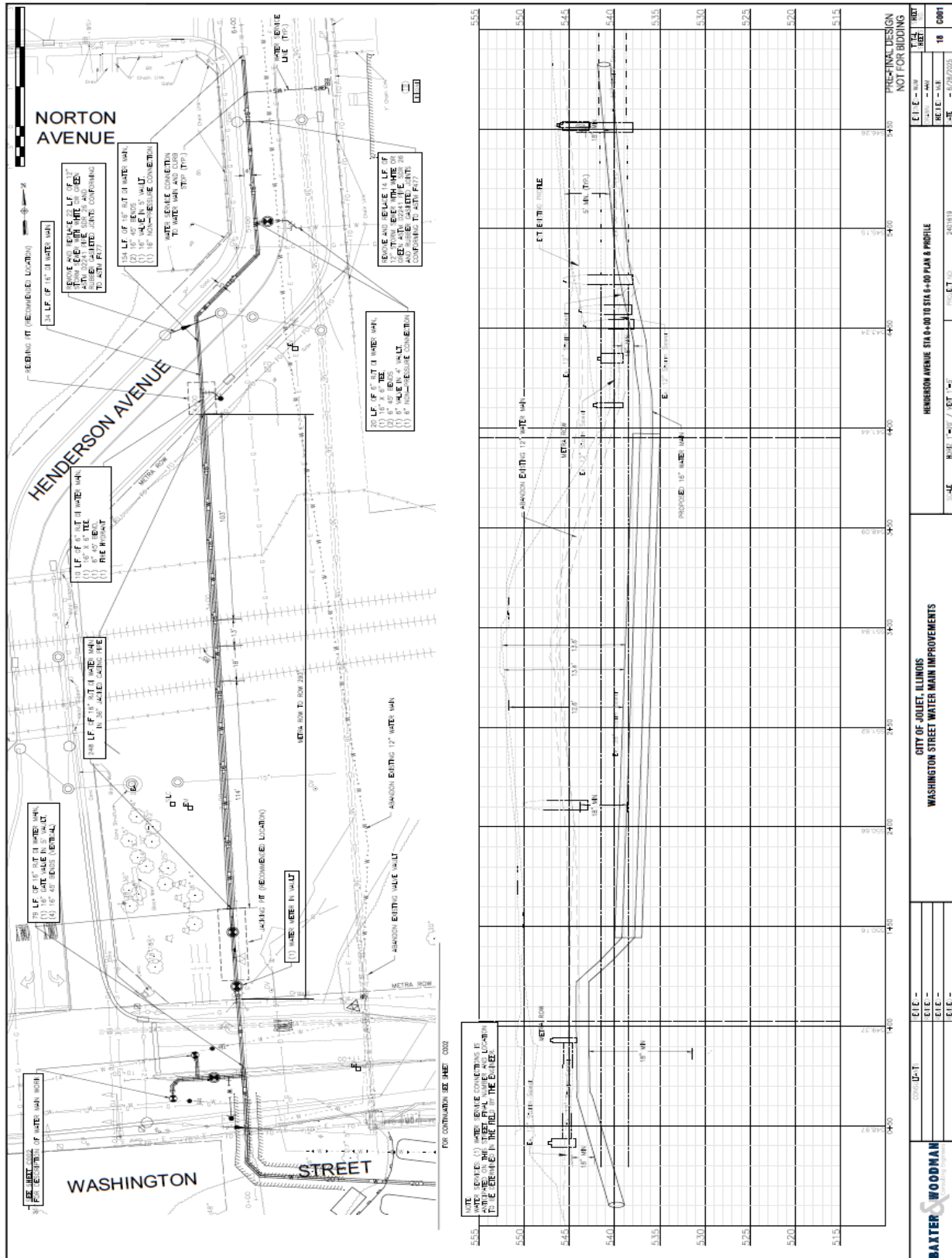


547 W. JACKSON BLVD.  
CHICAGO, IL. 60661



## Exhibit A

### Continued



# Exhibit B



## Insurance Requirements

Requisition Number

Event

Services

License

*Effective concurrently with the commencement of the work, the contractor/vendor shall obtain and maintain throughout the life of the work, the insurance coverage as noted below. Coverage must meet the requirements on the following pages of this Exhibit. With the exception of Professional Liability, all coverage needs to be written on an occurrence form and shall have an AM Best rating of A-VII or better.*

Basic (\$1M/\$2M) with Umbrella \$5M + RRPL \$2M/\$6M		
Coverage	Requirement	Details
Auto Liability	Any Auto	
	Combined Single Limit	1,000,000
	Primary & Non-Contributory On Certificate	
	Attached Copy of Additional Insured Endorsement (with policy number)	
	AM Best Rating for Insurance Carrier	A- (Excellent)
	Financial Size Category Minimum for Insurance Carrier VII - \$50-100 Million	
	Waiver of Subrogation On Certificate	
General Liability	No Self-Insured Retention Allowed	
	Each Occurrence Limit GL	1,000,000
	General Aggregate Limit	2,000,000
	Products-Comp/Op Agg Limit	2,000,000
	General Liability - Occurrence Basis	
	Attached Copy of Primary & Non-Contributory Endorsement	
	Waiver of Subrogation On Certificate	
	Primary & Non-Contributory On Certificate	
	AM Best Rating for Insurance Carrier	A- (Excellent)
	Financial Size Category Minimum for Insurance Carrier VII - \$50-100 Million	
	No Self-Insured Retention Allowed	
	ISO Occurrence Form CG 00 01 12 04 or substitute	
	Contractual Liability Railroads ISO Form CG 24 17 10 01 or equivalent	Railroad Protective Liability will need to be purchased by the contractor, in the name of the additional insured, for the coverage limit of \$2mil per occurrence / \$6mil per aggregate or any and all construction or demo projects.
Other COI Requirements	Cert Holder Name and Address	Metra 547 W. Jackson Blvd, Chicago, IL 60661
	3rd Party 30 Days Notice of Cancellation	

# Exhibit B



## Insurance Requirements

Requisition Number

Event

Services

License

*Effective concurrently with the commencement of the work, the contractor/vendor shall obtain and maintain throughout the life of the work, the insurance coverage as noted below. Coverage must meet the requirements on the following pages of this Exhibit. With the exception of Professional Liability, all coverage needs to be written on an occurrence form and shall have an AM Best rating of A-VII or better.*

Basic (\$1M/\$2M) with Umbrella \$5M + RRPL \$2M/\$6M		
Coverage	Requirement	Details
	<p>ADDITIONAL INSURED entities: NAMED INSURED entities, is required on the Railroad Protective Liability Policy (RRPL)</p>	<p>The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, the Regional Transportation Authority, an Illinois municipal corporation and other railroads operating on Metra property.</p>
	Description of Operations Verbiage	INCLUDE THE JOB/CONTRACT NUMBER AND BRIEF DESCRIPTION OF SERVICES.
	COI Remarks	must contain language GL coverage of construction and/or demolition being performed on or near railroad property and 50 foot railroad exclusion deleted from Definition of Insured
Umbrella	Primary & Non-Contributory On Certificate	
	Each Occurrence Limit UMB	5,000,000
	Excess Aggregate Limit	5,000,000
	Attached Copy of Additional Insured Endorsement (with policy number)	
	AM Best Rating for Insurance Carrier	A- (Excellent)
	Financial Size Category Minimum for Insurance Carrier VII - \$50-100 Million	
	Waiver of Subrogation On Certificate	

# Exhibit B



## Insurance Requirements

Requisition Number

Event

Services

License

*Effective concurrently with the commencement of the work, the contractor/vendor shall obtain and maintain throughout the life of the work, the insurance coverage as noted below. Coverage must meet the requirements on the following pages of this Exhibit. With the exception of Professional Liability, all coverage needs to be written on an occurrence form and shall have an AM Best rating of A-VII or better.*

Basic (\$1M/\$2M) with Umbrella \$5M + RRPL \$2M/\$6M		
Coverage	Requirement	Details
	Follows form for General Liability, Auto Liability, and Workers Compensation/Employers Liability policies	
	No Self-Insured Retention Allowed	
Workers' Compensation & Employers Liability	Workers Compensation applies per statute	
	EL Disease – Policy Limit	1,000,000
	EL Each Accident Limit	1,000,000
	EL Each Employee Limit	1,000,000