

LICENSE AGREEMENT

This License ("License") entered into this ____ day of _____, 2025, between the Northern Indiana Commuter Transportation District, an Indiana municipal corporation ("District"), hereinafter referred to as "Licensor," and The Town of Munster Indiana, hereinafter referred to as "Licensee", WITNESSETH:

WHEREAS, the Licensee desires the right to install, repair, alter, renew, use, maintain, and ultimately remove a fence on the north side of the District's parking lot located west of the District's tracks railroad tracks within the District's right of way located 182 feet south of the southern curblin of Knightbridge Pl in Munster, Lake County, IN, latitude 41.52469641586046, longitude -87.51959883191141 pursuant to the location, construction, and maintenance specifications contained within this License and Attachment A;

WHEREAS, said fence is hereinafter referred to as "Fence" or "Work";

WHEREAS, the Licensor is willing to grant the Licensee the right, insofar as it has the legal right and present title to do so, to conduct the above activities at the location described in Attachment A ("License Area");

NOW, THEREFORE, in consideration of the fees enumerated below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants, promises, and agreements herein made, Licensor grants Licensee this License, subject to the following terms and conditions:

1. License Fees.

a. Licensee shall pay the District One Dollar (\$1.00), as partial deferral of its preparation and engineering costs associated with this Agreement, due and payable at the time this Agreement is executed.

c. All payments due under this Agreement shall be sent to the following addresses:

Northern Indiana Commuter Transportation District
Attention: Chief Financial Officer
33 East U.S. Highway 12
Chesterton, IN 46304-3514

d. Notwithstanding the foregoing, the provisions herein shall not be invalidated or waived, or deemed to be invalidated or waived, by reason of delay either in providing any invoice or in the final determination of any dispute with respect thereto.

2. Scope of Use of Licensed Property.

a. Licensee is hereby granted a license to install, repair, alter, renew, use, maintain and ultimately remove the Fence for the sole and express purpose of limiting access and sightlines to non-authorized persons within the real estate of the Licensor in Munster, Indiana, at latitude 41.52469641586046, longitude -87.51959883191141, and no other use. Permission and authority herein granted is subject to any and all streets, alleys, highways, non-Licensor right of way, sewers, and other facilities, whether owned by Licensor or not, now existing in, upon or along the property of Licensor or any part thereof, and the permission herein granted is operative only to the extent that Licensor has the legal right to grant same.

b. Notwithstanding the permission and authority hereby given to Licensee, Licensor hereby expressly reserve the right at all times, to use all or any portion of the License Area for Licensor's operations, and Licensee covenants and agrees that nothing shall be done or permitted to be done that in any way shall interfere with such right of operation.

c. In the event that Licensee elects to develop the Fence for any other purposes other than those set forth above in Section 2.a., Licensee is expressly required to negotiate the terms for same with the Licensor, and no other use shall be conducted without the written approval of Licensor, which may be withheld in its sole discretion.

3. Specifications.

a. The Fence shall be located, constructed and maintained in exact accordance with the construction plans in Attachment A, and utilized only for the specified purposes outlined above in Section 2 - Scope of Use of Licensed Property. The Licensee shall, prior to commencing Work, obtain approval from Licensor's West Lake Corridor Project Manager (for initial installation) or Licensor's Chief Engineering Officer (for all other Work after completion of the initial installation), or their respective designees, for the Licensee's Work plan. No departure from plan or purpose shall be made at any time without the express prior written permission of the Licensor, provided, however, that if any regulatory body duly constituted and appointed in compliance with the laws of the state in which this License shall be exercised, and having jurisdiction in the premises, has by a final and unappealable ruling or other final and unappealable general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation, or removal, then that ruling or general order shall prevail for crossing or occupancy mentioned in this License. In the absence of enumerated specifications or requirements, Licensee shall ensure that the Work is performed in a good, workmanlike, safe and responsible manner consistent with the Licensor's activities and operations.

b. The Work associated with the Fence shall be done under such general conditions as will be satisfactory to and approved in writing by Licensor, to include, without limitation, the approval by the senior engineering official of the District, and will not interfere with the safe use, operation, and enjoyment of the Licensor's property. Work upon Licensor's property shall not commence until such approval is obtained.

4. **Amendments to Specifications.** If the Licensee desires, or is required, as provided in this License, to revise, renew, add to, or alter in any manner whatever the Fence or the use thereof, it shall submit plans to the Licensor and obtain the written approval of the Licensor before any alteration or work is performed. The terms and conditions of this License shall apply to any such revisions, renewals, additions, or alterations. In the event of any such relocations, renewals, additions or alterations, Licensor reserves the right to charge additional fees to Licensee. Licensor shall have the right to withhold written approval of alterations at its sole discretion.

5. **Lookouts and Flaggers**

a. [Reserved]

b. In addition to, but not in limitation of any of the foregoing provisions, if at any time the Licensor should deem an Employee In Charge Of On-Track Safety (“EICOTS”) desirable or necessary to protect its interests, the Licensor shall have the right to place an EICOTS, at the sole risk, cost, and expense of Licensee, which covenants to bear the full cost and expense of the EICOTS and to promptly reimburse the Licensor upon demand. The furnishing of EICOTS services by Licensee or Licensor however, shall not release the Licensee from any or all other liabilities assumed by the Licensee under the terms of this License. In the event that the Licensor does not place an EICOTS, the Licensor shall not be liable for the failure so to do, nor shall the Licensor be liable for the failure or neglect or such EICOTS in the event that same are employed.

6. **Supervision of Construction.** The supervision of the Work, inspection of the Fence, and approval of the materials used therein shall be within the jurisdictional rights of the Licensor.

7. **Compliance With Law.** Licensee shall at all times, at its sole cost and expense, comply with all federal, state and local statutes and regulatory requirements associated with this License or the License Area, and shall indemnify the Licensor from any liability resulting from Licensee’s failure to comply herewith.

8. **Access.** This License expressly includes the right of access to the License Area from the nearest public roadway, Licensor parking lot, or as directed by the Licensor, to the extent that the Licensor has the right to grant such access, and the right and privilege at reasonable times and upon prior consent of the Licensor to clean and remove from the area such timber, brush, debris, and other obstructions interfering with the Work. Licensee shall be required to repair or replace any of Licensor’s property disturbed or damaged by Licensee as a result of such entry, conduct of Work, or subsequent activities, including removal of Work. Not later than forty-eight (48) hours prior to intended exercise of access to the License Area, Licensee shall notify and, if agreed to by Licensor, receive entry permission from the Licensor to the extent that the Licensor has the right to grant such access. The point of contact for notice and permission is:

Chief Operating Officer
Northern Indiana Commuter Transportation District
601 North Roeske Avenue
Michigan City, IN 46360-2669
Telephone: (219) 874-4221, Ext. 224

The Licensee's point of contact for notice concerning emergency issues is:

The Town of Munster
1005 Ridge Road
Munster, IN 46321
Phone: 219-836-6900

9. Repairs and Renewals.

a. Licensee shall keep the Fence in good repair. Upon Licensee's receipt of written notice from the Licensor, Licensee shall promptly make such repairs and renewals as may be necessary for the purpose of protecting and safeguarding property, traffic, and persons including, but not limited to, employees and customers of the Licensor. The Licensor may, with or without notice to Licensee, make such repairs and renewals to and furnish such materials for Licensee's account as Licensor deems adequate and necessary, all at the sole cost and expense of Licensee. Notwithstanding the foregoing, in a non-emergency situation, the Licensor shall make a good faith effort to provide Licensee with notice and an opportunity to make repairs and renewals, but in no event longer than thirty (30) days, prior to the Licensor making such repairs and renewals at the expense and cost of Licensee.

b. In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, the Licensor may perform the necessary repairs at the sole cost and expense of Licensee.

10. Relocation. Notwithstanding the permission and authority hereby given to Licensee, the Licensor hereby expressly reserves the right at all times, to use all or any portion of the License Area for railroad operations and uses incidental thereto, and Licensee covenants and agrees that nothing shall be done or permitted to be done by Licensee upon the Licensor's property that in any way shall interfere with such rights of operation. The Licensee shall, at its sole cost and expense, upon request in writing of the Licensor, promptly change the location of the Fence covered by this License, where located over, upon, or in the property and facilities of the Licensor to another location, to permit and accommodate changes of grade or of alignment and improvement in or additions to the facilities of the Licensor upon land owned or used by the Licensor. In the event any relocation or alteration is necessary, all reconstruction or alterations by Licensee shall at all times comply with the standards, terms, and conditions of this License with respect to the original construction; or in the event of the lease, sale or disposal of all or any part of Licensor's property encumbered by this License, then the Licensee shall make such adjustments or relocations in the Fence as is over, upon or in Licensor's property and facilities as may be required by the Licensor; and if the Licensee shall fail or refuse to comply with any such requirements, then the Licensor

may make such repairs or adjustments or changes in location of the Fence and provide necessary material for them, all at the sole expense of Licensee.

11. Protection of Licensors' Equipment and Utility Facilities.

a. The Fence and any other installation permitted by this License shall be so erected, installed, and maintained so as not to interfere with the operation of any gates, safety devices, or other facilities that the Licensor has installed or may install in the future. In the event that the Licensor is compelled to alter or change any gates, safety devices, or facilities in order to accommodate the installations of Licensee, Licensee shall pay all costs of the alteration or change.

b. Licensee shall take precautions to prevent interference with electrically controlled railroad signals, telegraph, telephone, fiber optic or other circuits of the Licensor, and of any telephone, telegraph, fiber optic, or other company or person operating circuits on Licensor's property or along the tracks, through or by leakage of electricity or induction from or between the Licensor's conductors and the signals and circuits of any other party. Licensee shall take such precautions as are provided in rules and regulations or orders for overhead or underground construction issued by any lawful authority of the State of Indiana, standards promulgated by the American Railway Engineering and Maintenance of Way Association, or written standards issued by the District's Chief Engineering Officer. In the event of any conflict between any such rules, regulations, or orders, Licensee shall erect, maintain, and operate facilities in strict conformity with those rules and regulations most favorable to the Licensor. If no rules, regulations, or orders are in effect, Licensee shall erect, maintain, and operate facilities in strict conformity with the rules and regulations most favorable to the Licensor.

c. Licensee shall reimburse Licensor for Licensor's costs of installing and thereafter maintaining those insulated wires in Licensor's wire, fiber optic, utility lines, or other facilities that the Licensor may consider necessary to protect Licensor's wires, cables, or lines. The Licensee shall pay to the Licensor any and all expenses incurred by the Licensor to support or sustain its track, road bed, pole line, structures, and facilities during the term of this License including, but not limited to, during the construction of any Work or during any repairs including, but not limited to, renewal, relocation, or removal.

12. Settlement. Licensee will be responsible for any settlement caused to the roadbed, right of way, tracks, facilities, and appurtenances of the Licensor arising from or as a result of the Work, and Licensee agrees to pay the Licensor on demand the full cost and expense for correction of same.

13. Expenses.

a. Initial construction

Attachment B is an estimate for the initial cost of the material and construction of the Fence obtained by the Licensee. Upon the satisfactory completion of the Work, as determined by the Licensor, the Licensee shall submit an invoice to the Licensor of the

actual costs of the completed Work. The Licensors shall pay the Licensee the actual cost of the material and construction, not to exceed the total amount shown in Attachment B plus a 10% contingency. In the event that Licensee receives notice that the actual cost invoice will exceed the Attachment B estimate plus a 10% contingency, Licensee shall promptly notify Licensors and the parties will negotiate in good faith reimbursement of the amount that exceeds Attachment B plus a 10% contingency.

b. Maintenance and ongoing work

All costs and expenses in connection with the maintenance, repair, alteration, renewal, relocation, removal, or use of Work associated with this License or the License Area shall be borne by Licensee, and in the event of Work being performed or material being furnished by the Licensors under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation, or removal under any Section of this License, Licensee agrees to pay:

- (1). The cost of labor plus the then current applicable overhead percentages as developed by the Licensors for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses.
- (2). The cost of materials plus the current applicable overhead percentages for storage, handling, transportation, purchasing, and other related material management expenses.
- (3). The cost of compliance with any ordinance, permit, or consent where same is required by municipal, state, or other lawfully constituted authorities for the construction, maintenance, operation and use of the License Area. The Licensors shall, upon request from Licensee, provide reasonable substantiation for the basis of any indirect cost allocation factors. Except where the License provides that Licensee is to pay the Licensors on demand, Licensee agrees to pay billed expenses arising hereunder within thirty (30) days of demand from the Licensors and, to the extent expressly provided herein, presentation of an invoice by the Licensors.

14. Taxes. As part of the consideration associated with this License, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against the Licensors or its property by reason of the construction, maintenance, or operation of the Fence or any other permitted facilities, and Licensee further covenants and agrees to pay to the Licensors promptly upon bills rendered for them the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Licensors or its property by reason of the construction, maintenance, or operation of the Fence or any other permitted facilities of Licensee.

15. Insurance.

a. Prior to and during all times when Licensee, its contractors, and/or their subcontractors are present on Licensor's property under the terms of this License or otherwise, Licensee, its contractors and their subcontractors shall purchase and maintain the following insurance coverage from any responsible carrier(s) rated "A" or better by Best's Review. The total cost of the premiums for such insurance coverage shall be at the sole expense of the Licensee, its contractor(s) and/or subcontractor(s):

(1) Commercial General Liability Insurance: The Licensee shall furnish evidence, with respect to the activities and operations performed by the Licensee, its contractors, and subcontractors within the Licensed Area, of commercial general liability insurance covering bodily injury, death, and property damage, including loss of use, with a limit of not less than \$5,000,000 for the Licensee and \$1,000,000 for each contractor or subcontractor, each occurrence combined single limit, bodily injury and/or property damage combined, including contractual liability coverage as respects this License; and, include as respect Licensee's obligations herein the Northern Indiana Commuter Transportation District, the Chicago SouthShore & South Bend Railroad, the Regional Transportation Authority, the Commuter Rail Division of the Regional Transportation Authority, and the Northeast Illinois Regional Commuter Railroad Corporation as additional insureds.

(2) Railroad Protective Liability Insurance: In addition to the above for any work withing 50 feet of any railroad tracks, the Licensee shall purchase from the District's approved broker a railroad protective liability insurance policy covering the activities of the Licensee, its contractors, and any subcontractors within the Licensed Area and providing for a limit of not less than \$5,000,000 each occurrence combined single limit, bodily injury, death, and/or property damage combined, \$10,000,000 annual aggregate, for damages arising out of bodily injuries to or death of persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence listing, as respect Licensee's obligations herein, the Northern Indiana Commuter Transportation District as named insured, the Chicago SouthShore and South Bend Railroad as additional named insured, and, the Regional Transportation Authority, Commuter Rail Division of the Regional Transportation Authority, and the Northeast Illinois Regional Commuter Railroad Corporation as additional insureds.

(3) Workers' Compensation Insurance: The Licensee, its contractors, and their subcontractors shall furnish evidence, with respect to the operations they perform, of workers compensation insurance complying with the statutes of the state wherein the Work is conducted covering their respective employees. The coverage shall include employer's liability coverage with limits of not less than the greater of the statutory limits or \$500,000 each accident; \$500,000 each employee disease; and \$500,000 aggregate policy limit.

(4) Automobile Liability: The Licensee, its contractors, and their subcontractors shall furnish evidence that, with respect to the operations they

perform, they carry coverage issued to and covering the liability of the Licensee, its contractors, and their subcontractors arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear or are required to bear license plates according to the laws of the State of Illinois or Indiana and which are not covered under the comprehensive general liability insurance of the Licensee, its contractors, or subcontractors. Coverage under this policy shall have limits of liability of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage liability. The policy as respect Licensee's obligations herein, shall include the Northern Indiana Commuter Transportation District, Chicago SouthShore & South Bend Railroad Company, Regional Transportation Authority, Commuter Rail Division of the Regional Transportation Authority, and Northeast Illinois Regional Commuter Railroad Corporation as additional insureds.

(5) Excess or Umbrella Liability Insurance. Licensee's contractors, and their subcontractors, if any, shall provide excess or umbrella liability coverage with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and project or per location aggregate. Said coverage shall include contractual liability coverage as respects this License; and, include as respect contractor's or subcontractor's obligations herein the Northern Indiana Commuter Transportation District, the Chicago SouthShore & South Bend Railroad, the Regional Transportation Authority, the Commuter Rail Division of the Regional Transportation Authority, and the Northeast Illinois Regional Commuter Railroad Corporation as additional insureds.

b. Notwithstanding anything contained herein to the contrary, the coverage defined in paragraph (1) above shall be maintained at all times during the term of this License. The coverage defined in paragraphs (2), (3), (4), and (5) must be maintained during such times when the Licensee, its contractors, or subcontractors, if any, are conducting construction, maintenance, or inspection activities in the License Area. Failure to carry or keep such insurance in force or to reinstate same when entry to the License Area is required shall constitute a violation of the License and subject Licensee to immediate termination of the rights granted under this License. Prior to the commencement of any Work, the Licensee shall furnish the Licenser with properly endorsed certificates evidencing insurance for commercial general liability insurance, workers compensation coverage, and automobile liability insurance listing the Licenser and others as additional insureds as required in paragraphs (1), (4), and (5) above. The Licensee shall also provide the original policy for railroad protective liability insurance unless the Licensee is directed, or agrees, to obtain coverage from the District's broker for railroad protective public liability insurance. If any work is contracted or subcontracted, the Licensee shall furnish the Licenser with properly endorsed certificates evidencing insurance for the comprehensive general liability policies of the contractors and subcontractors, as well as certificates of insurance for the contractors and subcontractors' workers' compensation and automobile liability insurance. The certificates of insurance from the contractors and subcontractors also shall list the Licenser and others as additional insureds as required in paragraphs (1), (4), and (5) above. All

certificates shall provide for written cancellation notice to Licensors at least thirty (30) days in advance of cancellation.

c. Except with respect to workers compensation coverage, all policies of insurance carried or required to be carried under this License shall contain waiver of subrogation clause for the benefit of Licensors.

d. Failure to carry or keep such insurance in force or to reinstate same when entry to the Licensors' Property is required shall constitute a violation of this License and subject Licensee to immediate termination of the rights granted under this License.

e. The limits of liability for the Licensee, its contractors, and subcontractors, if any, may be satisfied through a combination of primary and excess coverage amounts. In the event that any policy of insurance provided by Licensee, its contractors, or subcontractors, if any, provides coverage on a "claims made" basis, the retroactive date for any such policy, if any, shall not be later than the date entered in the preamble to this License.

16. Indemnity.

a. It is understood by all parties that Licensors' operations at or near the Licensed Area, Licensee's Work, the Fence and any other permitted facilities involve some risk, and the Licensee is aware of the risk and as part of the consideration for this License releases and waives any right to ask for or demand damages from the Licensors or the Chicago SouthShore & South Bend Railroad Company (SouthShore) for or on account of the loss of or damage to Licensee's Work, the Fence, or any other permitted facilities, or contents that are over, under, upon, or in the property and facilities of the Licensors including, but not limited to, the loss of or interference with service or use and irrespective of any fault, failure, or negligence of the Licensors or others.

b. The phrase "Loss or Damage" as used within this License shall be interpreted by the parties to include any and all loss of, damage to, or destruction of, whether direct or indirect, foreseen or unforeseen, any real property, personal property, or environment including, without limitation, damage to or destruction of land, air, water, wildlife, or vegetation, and irrespective of whether the damaged or destroyed property is owned or otherwise possessed by the Licensors, Licensee, or a third party, and injury to or death of any person or persons whomsoever, including, without limitation, the parties to this License, their agents, employees, and any and all non-parties who use, occupy, or otherwise utilize the assets associated with, or participate in the activities arising out of, this License.

c. The phrase "Claims, Settlements, Litigation, and Related Expenses" shall include any and all losses, damages, costs, payments, and expenses of every kind and nature, including reasonable attorney fees and disbursements, incurred by or attributable to the Licensors, SouthShore, and their respective agents, subcontractors, successors, officers, and assigns as a result of claims, demands, actions, suits, proceedings, judgments or settlements arising out of, in whole or in part, or in any way connected with the subject matter of any

indemnity provision of this License or other activities of Licensee, its agents, and its subcontractors at or near the locations defined in Attachment A.

d. The phrase “Causes of Action” shall include all claims, settlements, litigation, and related matters associated with or arising under this License, whether rightfully or wrongfully made to include, but not limited to, Claims, Settlements, Litigation, and Related Expenses associated with any Loss or Damage arising from the Work, construction, operation, maintenance, use and removal of the Fence and any assets associated with this License, or the License Area, as well as matters associated with or arising under various workers compensation laws, the Indiana Tort Claims Act, the Federal Employees Liability Act, various federal and state environmental statutes, and any other federal or state laws or regulations applicable to the Work, construction, operation, maintenance, use, and removal of the Fence and any assets associated with this License or the License Area. The foregoing examples are only partially illustrative of the types of Causes of Action contemplated for coverage by this License, it being the parties’ mutual intent to include within the scope of the indemnification afforded under this License a full, complete, comprehensive and unconditional grant of indemnity from the Licensee to the Licensor and SouthShore with respect to any and all potential exposures risked by the Licensor and SouthShore resulting from or arising out of this License.

e. Licensee waives all right or alleged right to ask for or demand damages, whether direct or indirect, foreseen or unforeseen, from the Licensor, SouthShore, or their respective agents, directors, employees, officers, or governing boards, that have occurred or may occur, to Licensee, to the Licensee’s property including, but not limited to, the Fence or as respects any other Loss or Damage incurred by Licensee, or their officers, employees, or agents, while in or upon the License Area, including loss of use of the License Area, and irrespective of whether said damages are due to the fault, failure, or negligence of the Licensor or SouthShore jointly, severally, or otherwise.

f. Licensee shall hold harmless and indemnify the Licensor, SouthShore, and their respective agents, employees, officials, and governing boards from any and all Causes of Action, as defined above, asserted by any parties and non-parties to this License, resulting from or arising out of any aspect of Licensor’s joint or several participation in this License, including, but not limited to, any Causes of Action for Loss or Damage relating to any alleged negligence, misconduct, malfeasance, or misfeasance by the Licensor resulting from or arising out of any aspect of said Licensor’s participation in this License, or any Causes of Action, in any way related to or associated with, or on account of, the work or other construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation, or removal of Licensee’s Fence or any other facilities in, on, under, about, or from the License Area, whether such losses and damages are suffered or sustained by the Licensor or by any of Licensor’s employees, patrons, or licensees, or suffered, or sustained by other persons or corporations, including the Licensee, its employees, contractors, subcontractors, and agents who may seek to hold the Licensor liable, and irrespective of whether said Causes of Action are caused by or resulting from, in whole or in part, the activities of any or all of the Licensor, the other parties lawfully using the Licensor’s assets, or their respective agents, directors, employees, officials, or governing

boards. Said indemnification shall include reimbursement of the Licensor for its Claims, Settlements, Litigation, and Related Expenses, which may be imposed upon, incurred by, or asserted against said Licensor or for which said Licensor may be held or become liable.

g. The Licensor agrees to promptly notify Licensee in writing of any Cause of Action which it becomes aware which may fall within the coverage of this indemnity provision, provided, however, that failure to notify in a prompt fashion shall not operate as a bar to Licensee's indemnification obligations as defined in this Section.

h. The Licensor or SouthShore may elect to participate in the defense of any Cause of Action associated with this License at their own expense or may, at the expense of Licensee, employ attorneys of their own selection to appear and defend same on behalf of the Licensor, SouthShore, and their agents, employees, officers, directors, or governing body. Licensee shall not enter into any compromise or settlement of any claims, suits, actions, or proceedings entrusted to them as indemnitor without the consent of the Licensor, which consent shall not be unreasonably withheld.

i. Notwithstanding anything in this License to the contrary, the indemnities contained within this License shall survive termination of this License for the later of a period of three (3) years or the termination or settlement of all claims and litigation associated with same, including litigation of this License.

17. **Term.** The term of this License shall commence _____ and continue until December 31, __2045__, unless sooner terminated as provided for in this License.

18. **Termination.**

a. Any party to this License may terminate all of their respective rights and obligations under this License by written notice to the other on or before the times and for the reasons set forth below:

	<u>Reason</u>
No Notice	Failure to maintain the insurance in accordance with Section 15 - Insurance or unauthorized assignment as described in Section 23 - Assignment.
10 days	Non-remediation of any safety or environmental deficiency.
60 days	Failure by Licensee to timely pay amounts due to or take relocation actions as required in accordance with Sections 9 or 10.
365 days	All other reasons not previously identified.

c. Licensee may terminate this License by serving 365-days prior written notice to the Licensor.

- d. Upon expiration of the time period associated with service of such notice, and except for Licensee's indemnity obligations arising under Section 16 - Indemnity, this License and associated privileges and permissions hereby granted shall absolutely cease. No termination of this License or the rights herein granted shall affect the liabilities of the parties that arose prior to the date of such termination or that relate to events occurring prior to the date of such termination.
- d. Upon termination of this License or upon the removal or abandonment of the Fence or any other facilities covered by this License, all the rights, titles and interest of the Licensee under this License shall cease and determine, and this License shall become null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior to that time and the indemnity obligations arising under Section 16 - Indemnity, and the Licensee shall take all reasonable steps to prevent subsidence on Licensor's property. If the Licensee fails or refuses to take all such action under the foregoing conditions, the Licensor shall be privileged to do so at the cost and expense of the Licensee, and the Licensor shall not be liable in any manner to the Licensee for such removal.

19. Interest. Any amounts not paid to the Licensor on or before the date due shall accrue interest at the lesser of:

- a. Eight-percent per annum, or
- b. The highest rate permitted by law.

20. Binding Nature of License. The terms of this License shall be binding and effective upon all the parties to it. Unless and until terminated as provided above, this License shall also inure to the benefit of and be binding upon the parties' successors, lessees, heirs, executors, administrators, assigns, and legal or personal representatives subject, however, to the provisions of Section 23 - Assignment of this License.

21. Severability. This License is executed by all parties under current interpretations of applicable federal, state or local statute, ordinance, law and regulations. Each and every separate division (paragraph, clause, conditions, covenant or agreement) herein contained shall have independent and severable status from each other, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall have no effect on the validity or enforceability of each and every other separate division herein contained, or any other combination thereof.

22. Notice.

a. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered by hand, deposited with a same day or overnight courier service, or mailed, certified or registered mail, with postage prepaid:

If to Licensor:

Northern Indiana Commuter Transportation District
Attention: President
33 East U.S. Highway 12
Chesterton, IN 46304-3514

If to Licensee:

The Town of Munster
1005 Ridge Road
Munster, IN 46321

b. Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents. All notices and other communications required or permitted under this License which are addressed as provided in this Section 22 - Notice, shall be effective upon delivery if delivered personally and, if delivered by mail or courier, shall be effective when deposited in the United States mail, postage prepaid, or with the courier service.

23. Assignment. The rights hereunder granted are nonassignable by Licensee, and inure to the benefit of Licensee only for the purposes herein stated. Licensee is not permitted to grant rights to any person, firm or corporation under this License. The rights hereunder granted shall be subordinate and subservient to the rights of the Licensor to use the License Area and other property owned or controlled by the Licensor for any and all railroad or utility purposes; and in the event that the rights and privileges hereunder granted to Licensee shall in any way prevent or interfere with any of the Licensor's uses of said property for the construction, maintenance, or operation of utility or railroad purposes, such rights shall be limited and further restricted so as to permit the use of said property for utility or railroad purposes. Any attempt by Licensee to assign this License shall automatically be null and void and this license shall terminate automatically upon any such attempted assignment.

24. Liens. Licensee shall not create or suffer to exist any lien or encumbrance on the License Area or any other property owned or controlled by Licensor. Any contract entered into by Licensee providing for Work to be performed on the License Area or other real property owned or controlled by the Licensor shall expressly provide that no lien may be placed upon such property.

25. **Governing Law.** Notwithstanding any statutes or precedent to the contrary, this License is to be interpreted, construed, and enforced pursuant to the laws of the State of Indiana. Additionally, the parties agree that in the event litigation is filed by any of them as a result of this agreement, the sole venue shall be the Superior or Circuit Courts of LAKE County, Indiana.

26. **Counterparts.** This License may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

27. **Entire License and Amendment.** This License shall constitute the entire agreement of the parties relating to the subject matter hereof. No warranties, representations or promises pertaining to this License or any property or rights affected hereby have been made by, or shall be binding upon, any party hereto, except as expressly stated in this License. This License may be amended or modified only by an instrument in writing signed by all parties hereto.

28. **Licensee's Breach.** In the event of Licensee's breach of any of the terms or conditions of this License, Licensee shall reimburse the Licensors for all of its costs, including reasonable attorney fees and out of pocket expenses, without limitation, incurred by them as a result of any such breach, whether or not litigation ensues.

29. **Interpretation.** The headings contained in this License are inserted for convenience only and shall not constitute a part hereof. The language used in this License is language developed and chosen by all parties to express their mutual intent and no rule of strict construction shall be applied against any party.

30. **Authority.** Each party warrants that it has all of the requisite authority to execute this License and to carry out all obligations under this License.

31. **Waiver.**

a. The waiver by the Licensors of any breach of any term, covenant, obligation, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation, or condition herein contained.

b. Failure by any party to insist upon the strict performance of any covenant, term, or condition of this Agreement, or to exercise any right or remedy consequent upon a default or breach thereof, and acceptance of full or partial cure during the continuance of such breach shall not constitute a waiver of any subsequent default or breach of such covenant, term, or condition or preclude said party from insisting upon said party's strict rights in case of any other or subsequent default or breach. No covenant, term, or condition of this Agreement to be performed or complied with by either party and no breach thereof shall be waived, altered or modified except as expressly provided by a written instrument executed by the parties hereto.

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

NORTHERN INDIANA COMMUTER
TRANSPORTATION DISTRICT

By: _____
Michael C. Noland, President

The Town of Munster

By: _____
Title: _____

STATE OF INDIANA
COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for the aforesaid County and State on the _____ day of _____, 20__, personally appeared the Northern Indiana Commuter Transportation District by _____, its _____, and acknowledged the execution of the foregoing Utility License.

WITNESS my hand and notarial seal.

Notary Public
Printed Name: _____

My Commission expires: _____
Resident of _____ County, State of _____

STATE OF INDIANA
COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the aforesaid County and State on the ____ day of _____, 20__, personally appeared The Town of Munster by _____, its _____, and acknowledged the execution of the foregoing utility license.

WITNESS my hand and notarial seal.

Notary Public

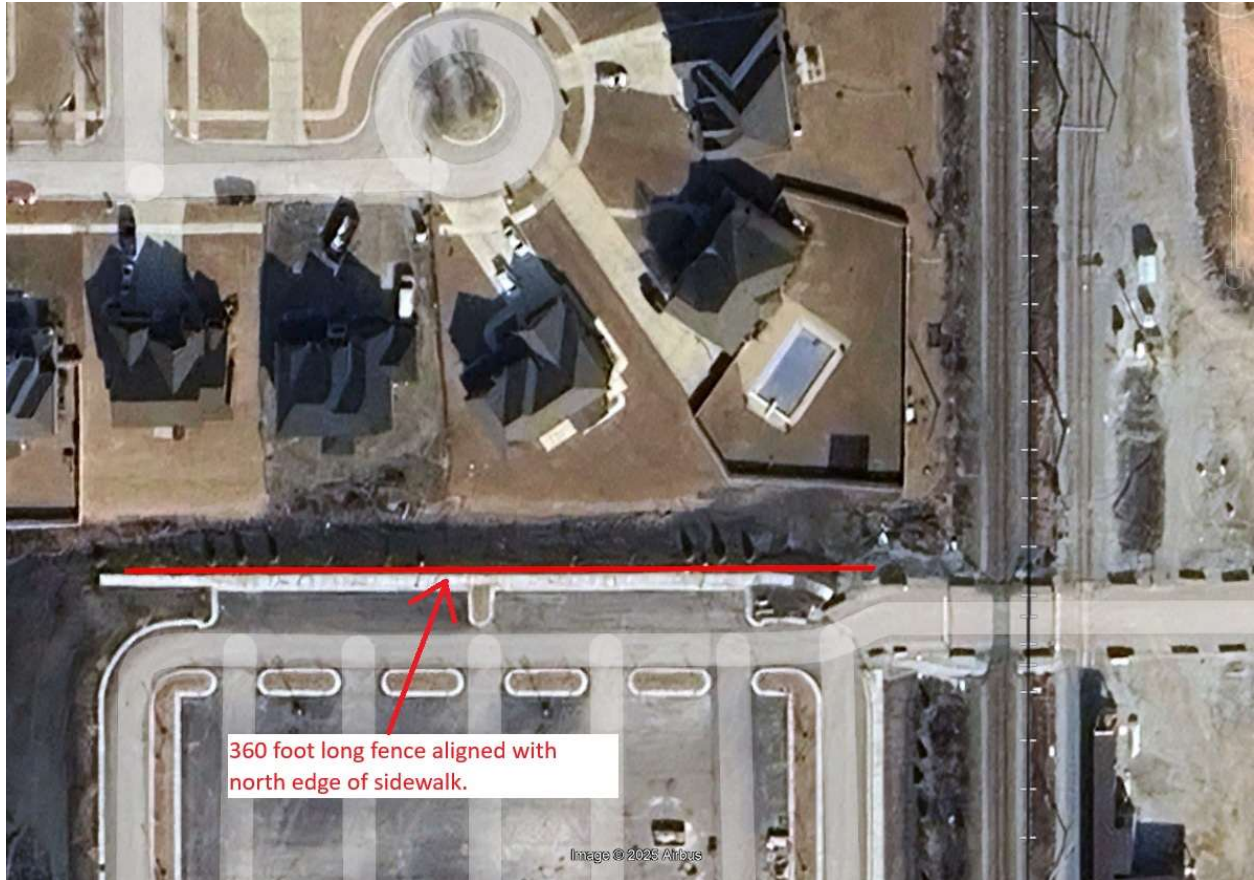
Printed Name: _____

My Commission expires: _____

Resident of _____ County, State of _____

Attachment A

Fence along the north side of the sidewalk as shown. 360 feet in length. The eastern end of the fence will be no closer than 58 feet to the nearest railroad track. The eastern edge of the fence will also be no further east than the eastern curb line of the parking lot as shown.



Attachment B

Reeves

Fence Services, Inc.

Quality & Service Since 1963

7602 West Lincoln Hwy.
Crown Point, IN 46307
Office: (219) 322-7840
Fax: (219) 322-3146
www.reevesfence.net

ESTIMATE # _____

SALES REP. Al Reeves

DATE 3-21-25

CUSTOMER Town of Munster PHONE _____
ADDRESS 508 Fisher St.
Munster In. 46321 CELL 219-712-8757
EMAIL _____
LAYOUT _____

FENCE ☒
RAILING ☐
DECK ☐

TYPE Vinyl
Malibu

STYLE Boulder
COLOR Dark Brown

HEIGHT 6

FOOTAGE 360'

POST CAP Flat

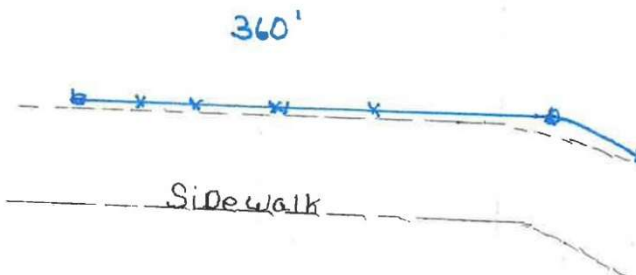
PICKET CAP _____

POST SIZE _____

5x5

WIRE GAUGE _____

GATES N/A



SPECIFIC JOB DETAILS

Al 6' High White Vinyl
Privacy 15,500.00
Add - For Tax - 1,000
16,500.00

JOB TOTAL 30,400.00

Add Optional Costs to Job Total

ADDITIONAL REMOVAL COST _____

ADDITIONAL FOOTING EXTRACTION _____

ADDITIONAL DIRT DISPOSAL _____

OBTAIN PERMIT _____

JOB TOTAL WITH OPTIONS _____