

CLASS 4 REIMBURSEMENT AGREEMENT

THIS CLASS 4 REIMBURSEMENT AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, 2021 (“**Effective Date**”), by and between Enbridge Energy, Limited Partnership, licensed to do business in the State of Illinois, with offices at 1500 West Main Street, Griffith, Indiana 46319 (“**Enbridge**”) and the City of Naperville, an Illinois municipal corporation (the “**City**”). Enbridge and the City may be referred to in this Agreement as a “**Party**,” or collectively as the “**Parties**.”

For and in consideration of the premises and mutual covenants herein contained, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Introductory Matters.

- a. The City desires to expand the existing right-of-way (“ROW”) of North Aurora Road to the west of the proposed Canadian National Railroad (“CN”). **Exhibit A**, attached hereto and made part hereof, depicts the proposed two new westbound lanes (Plat of Highways) for the proposed expansion of ROW. Enbridge owns, operates, and maintains a 34-inch pipeline that runs north to south, perpendicular to the roadway, within Commonwealth Edison (“ComEd”) property. The existing above-ground valve and fence, on the north side of North Aurora Road, roughly aligns with the location of Enbridge’s pipeline.
- b. The City desires for Enbridge to perform a Class 4 Estimate to explore the conceptual feasibility of the following two options to expand the existing ROW.
 - (i) Option 1. Install a new, longer casing under the road to accommodate the lower depth of the pipe and the wider road. The longer casing will require removal of Mainline Valve, MLV-406.83-6-V, a hand-operated valve that has been made redundant by motor-operated valve MLV-406.79-6-V.
 - (ii) Option 2. Open cut the area and lower the pipeline in place while removing MLV-406.83.6-V.

- c. To explore the two options, the City desires for Enbridge to perform the work detailed in **Exhibit B** attached hereto and made part hereof, (the “**Enbridge Work**”), and Enbridge is amenable to commencing the Enbridge Work, subject to reimbursement by the City as specified in this Agreement.
- d. In the event, during the Enbridge Work, an alternative option(s) is determined, Enbridge will provide a revised Enbridge Work and Reimbursement Obligation to the City for review and consent. The City will provide consent within five (5) business days, otherwise Enbridge Work will continue as originally stated.

2. Performance of the Work.

Enbridge shall commence performing the Enbridge Work as described in Exhibit B as soon as practicable after the date hereof. Upon completion of the Class 4 Estimate identified in Exhibit B, Enbridge shall provide the results thereof to the City and identify an agreeable Option per Section 1(b) above or such other option as may be agreed upon pursuant to Section 1(d).

3. Project Reimbursement Agreement.

The Parties agree to negotiate in good faith a Project Reimbursement Agreement based on the agreed upon Option per Section 1(b) or 1(d) above so long as the City determines to proceed with the project. The project estimate (“**Project Estimate**”) for Enbridge Work is attached hereto and made part hereof as **Exhibit C**.

4. Non-Binding Effect for Future Obligations.

This Agreement indicates the future intentions of the Parties and any future intentions shall not be legally binding on either Party. Any future obligations hereunder shall not become legally binding until such time as the Parties have agreed to and executed a Project Reimbursement Agreement, as defined above, respecting the agreed upon Option per Section 1(b) or 1(d) above.

5. Reimbursement Obligation.

a. The City shall reimburse Enbridge for 100% of all Costs incurred by Enbridge related to the Enbridge Work (the “Reimbursement Obligation”). For purposes of this Agreement, “Costs” means all reasonable costs and expenses incurred by or on behalf of Enbridge for the cost of Enbridge’s (or its operators’ or affiliates’) personnel, services, materials, equipment, and any activity or materials recommended while developing the Class 4 Estimate as set forth on Exhibit B which Project Estimate costs are set forth on Exhibit C.

b. The total estimated Reimbursement Obligation for the Enbridge Work is Three Hundred Forty Thousand and No Cents (USD \$340,000.00) which includes a 19.3% Rounded Contingency. If during the performance of the Enbridge Work, Enbridge determines that the costs will exceed the Reimbursement Obligation, Enbridge will notify the City as per Section 12 and as soon as reasonably known, of the increase and stop performing the Enbridge Work until it receives the City’s written consent for the additional costs.

c. If the City, for whatever reason, does not proceed with expanding the existing ROW but Enbridge has commenced the Enbridge Work, the City shall be obligated to pay for all reasonable Costs Enbridge has incurred to the date of receiving such notice from the City to cease the Enbridge Work. Enbridge shall try to mitigate any Costs once notice to cease Enbridge Work is received. However, Costs incurred to date shall include, but is not limited to, cancellation fees, demobilization, and other reasonable and foreseeable Costs to cease the Enbridge Work before completion.

d. Enbridge, shall provide the City with a monthly Project Status and Cost Report that will specify: (1) the hours of Enbridge Work performed to date by individual, type of work, and hourly rates; (2) other costs related to the Enbridge Work incurred to date (e.g. materials, equipment, and testing); (3) the overall percentage of Enbridge Work completed to date; and (4) the

anticipated time needed to complete the remaining Enbridge Work. Enbridge will submit an invoice to the City every other month for the Enbridge Work for costs billed to date. Finally, contingency funding shall not be used without the prior written approval of the City Engineer.

Invoices for Enbridge Work performed shall be sent by email to:

Matthew Calpin,
Project Engineer/ City of Naperville
calpinm@naperville.il.us

With a copy to:

Andy Hynes
Engineer Manager/ City of Naperville
hynesa@naperville.il.us

e. The City shall pay the invoice amount to Enbridge within thirty (30) days after the City receives Enbridge's invoice. Payment shall be made as per invoice instructions.

6. Confidentiality.

This Agreement, the matters discussed herein, information provided by one Party to the other in connection herewith, information gathered from the Enbridge Work and information derived from any of the foregoing, shall be confidential and shall not be disclosed by the receiving Party without the written consent of the other, except to the extent that disclosure is required by law. When disclosure is required, the Party making the disclosure shall provide notice of the intended disclosure to the other Party and shall take all reasonable steps to limit the extent of the disclosure to the minimum required to comply with its legal obligations.

7. Indemnification.

Enbridge shall indemnify, hold harmless and defend the City, its officials, officers, employees, and agents from and against all liabilities, claims, suits, demands, proceedings, and actions, including costs and expenses of defense, arising from

or related to, any loss, damage, injury, death, or damage to property resulting from, or connected to the performance of the Enbridge Work to the extent caused by Enbridge's substantial negligence or willful misconduct.

The provisions of this Section 7 of this Agreement shall survive completion of the Enbridge Work and shall continue to remain in full force and effect upon termination of this Agreement.

8. Assignment.

This Agreement shall be binding upon the Parties, their successors, and assigns.

9. Entire Agreement.

This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the Parties, with respect to the subject matter of this Agreement. This Agreement may not be amended except by an agreement in writing signed by authorized representatives of both Parties.

10. Severability.

If any term or provision of this Agreement shall be found to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement.

11. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to such state's conflicts of law rules. Any dispute arising out of or based upon this Agreement or related to the enforcement thereof shall be brought in a state court in DuPage County, Illinois, which shall be the exclusive venue for any such action.

12. Notices.

Unless otherwise expressly specified or permitted by the terms hereof, every request, demand, notice or other communication provided for herein will be made

in writing and any such request, demand, notice or other communication shall become effective: (a) upon personal delivery thereof, including by overnight mail or courier service; (b) in the case of notice by mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof; (c) in the case of notice by facsimile, upon receipt thereof; or (d) electronic mail (with written confirmation of receipt); provided that such transmission is promptly confirmed by either the methods set forth in clauses (a) or (b) above, in each case addressed to each Party at its address set forth below or at such other address as such Party may from time to time designate by written notice.

The City of Naperville

Andy Hynes
Engineer Manager/ City of Naperville
hynesa@naperville.il.us

with a copy to:

Matthew Calpin,
Project Engineer/ City of Naperville
calpinm@naperville.il.us

With email copies to:
lordp@naperville.il.us

Enbridge Energy, Limited Partnership

1500 West Main Street
Griffith, IN 46319
Attention: David Bareham, Manager - Griffith Area

With a copy to:

Enbridge Energy, Limited Partnership
119 N. 25th Street East
Superior, WI 5488
Attention: Lands & ROW

With email copies to:

kelly.khoo@enbridge.com
and
legalnotices@enbridge.com

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto separately and severally have caused this Agreement to be executed in their respective names by and through their duly authorized representatives, as of the day and year first above written.

Enbridge Energy, Limited Partnership

By: Enbridge Pipelines (Lakehead) L.L.C.,
Its Managing General Partner

By: _____

Typed: _____

Title: _____

City of Naperville

Douglas A. Krieger
City Manager

Attest

By: _____
Pam Gallahue, Ph.D., City Clerk

Date: _____

EXHIBIT A

Plat of Highways

PART OF THE NE 1/4 OF SEC. 17, TWP. 38 N., R. 9 E. OF THE 3RD. P.M., IN DuPAGE COUNTY, ILLINOIS.

EXHIBIT A - PLAT OF HIGHWAYS

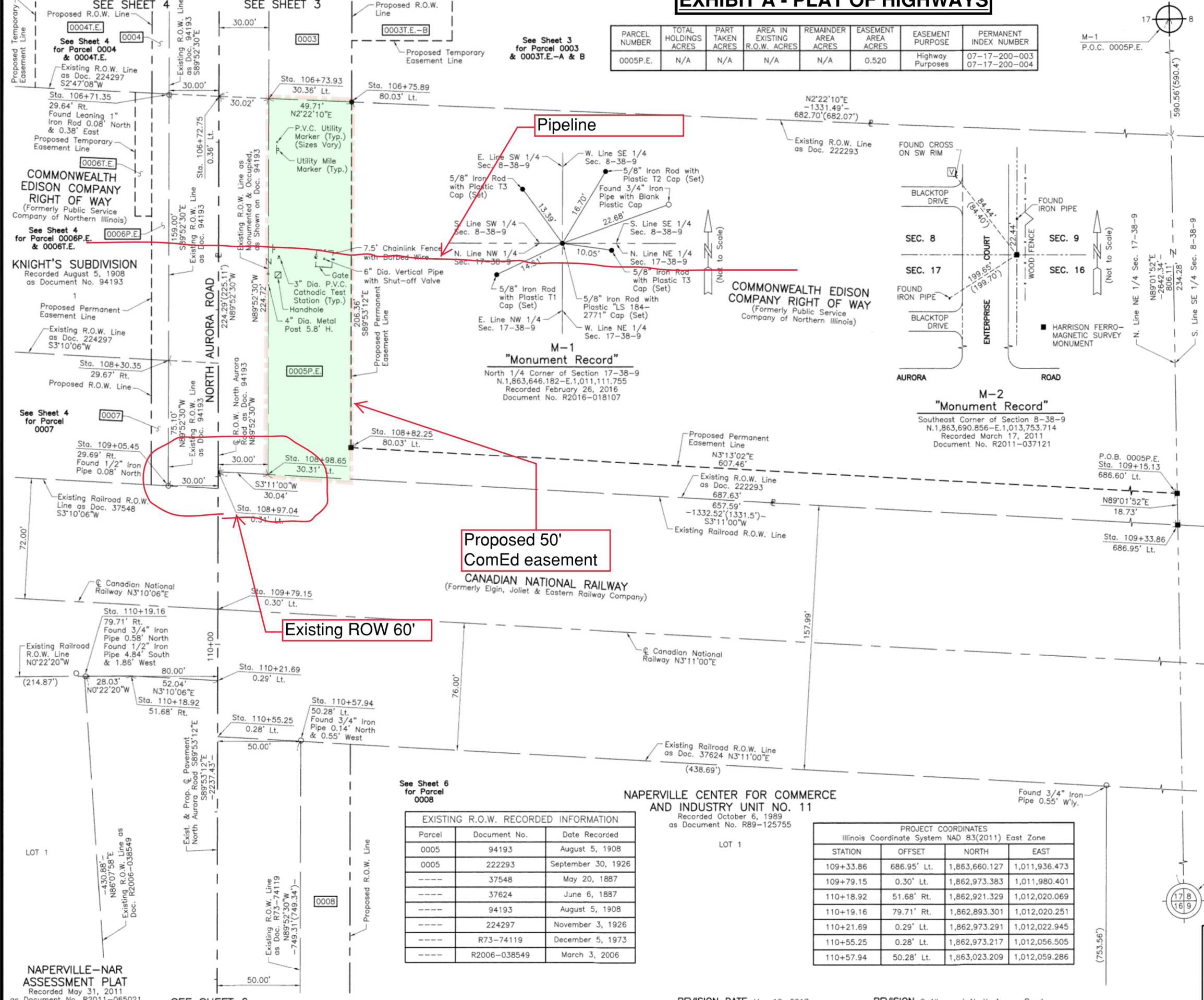
PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT PURPOSE	PERMANENT INDEX NUMBER
0005P.E.	N/A	N/A	N/A	N/A	0.520	Highway Purposes	07-17-200-003 07-17-200-004

LEGEND

- SECTION CORNER
- QUARTER CORNER
- SECTION LINE
- QUARTER SECTION LINE
- QUARTER, QUARTER SECTION LINE
- PLATTED LOT LINE
- PROPERTY (DEED) LINE
- APL APPARENT PROPERTY LINE
- EXISTING CENTER LINE
- PROPOSED CENTER LINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING ACCESS CONTROL LINE
- PROPOSED ACCESS CONTROL LINE
- MEASURED DIMENSION
- COMPUTED DIMENSION
- RECORD DIMENSION
- EXISTING BUILDING
- IRON PIPE OR ROD FOUND
- CUT CROSS FOUND OR SET
- STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T STD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET.

Bearings and Coordinates are referenced to the Illinois Coordinate System NAD 83(2011) East Zone.

SCALE: 1"=30'



Christian H. Jorgensen PRESIDENT
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2797
 LICENSE EXPIRATION DATE: NOVEMBER 30, 2018
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
 All dimensions are measured unless otherwise specified.
 Areas shown on this plat are ground.
 All measured and computed distances are grid not ground.
 To obtain ground distances, divide grid distances shown by the combined factor of 0.9999465938.
 DATED AT LAKE VILLA, ILLINOIS THIS 2nd DAY OF February 2017 A.D.

PROJECT COORDINATES			
Illinois Coordinate System NAD 83(2011) East Zone			
STATION	OFFSET	NORTH	EAST
106+71.35	29.64' Rt.	1,862,944.057	1,011,672.541
106+72.75	0.36' Lt.	1,862,974.052	1,011,674.001
106+73.93	30.36' Lt.	1,863,004.048	1,011,675.242
106+75.89	80.03' Lt.	1,863,053.716	1,011,677.297
108+30.35	29.67' Rt.	1,862,943.710	1,011,831.542
108+82.25	80.03' Lt.	1,863,053.308	1,011,883.655
108+97.04	0.31' Lt.	1,862,973.563	1,011,898.289
108+98.65	30.31' Lt.	1,863,003.558	1,011,899.957
109+05.45	29.69' Rt.	1,862,943.546	1,011,906.643
109+15.13	686.60' Lt.	1,863,659.811	1,011,917.746

See Sheet 6 for Parcel 0008

EXISTING R.O.W. RECORDED INFORMATION		
Parcel	Document No.	Date Recorded
0005	94193	August 5, 1908
0005	222293	September 30, 1926
---	37548	May 20, 1887
---	37624	June 6, 1887
---	94193	August 5, 1908
---	224297	November 3, 1926
---	R73-74119	December 5, 1973
---	R2006-038549	March 3, 2006

NAPERVILLE CENTER FOR COMMERCE AND INDUSTRY UNIT NO. 11
 Recorded October 6, 1989
 as Document No. R89-125755

PROJECT COORDINATES			
Illinois Coordinate System NAD 83(2011) East Zone			
STATION	OFFSET	NORTH	EAST
109+33.86	686.95' Lt.	1,863,660.127	1,011,936.473
109+79.15	0.30' Lt.	1,862,973.383	1,011,980.401
110+18.92	51.68' Rt.	1,862,921.329	1,012,020.069
110+19.16	79.71' Rt.	1,862,893.301	1,012,020.251
110+21.69	0.29' Lt.	1,862,973.291	1,012,022.945
110+55.25	0.28' Lt.	1,862,973.217	1,012,056.505
110+57.94	50.28' Lt.	1,863,023.209	1,012,059.286

NAPERVILLE-NAR ASSESSMENT PLAT
 Recorded May 31, 2011
 as Document No. R2011-065021

REVISION DATE May 18, 2017

REVISION @ Alignment North Aurora Road

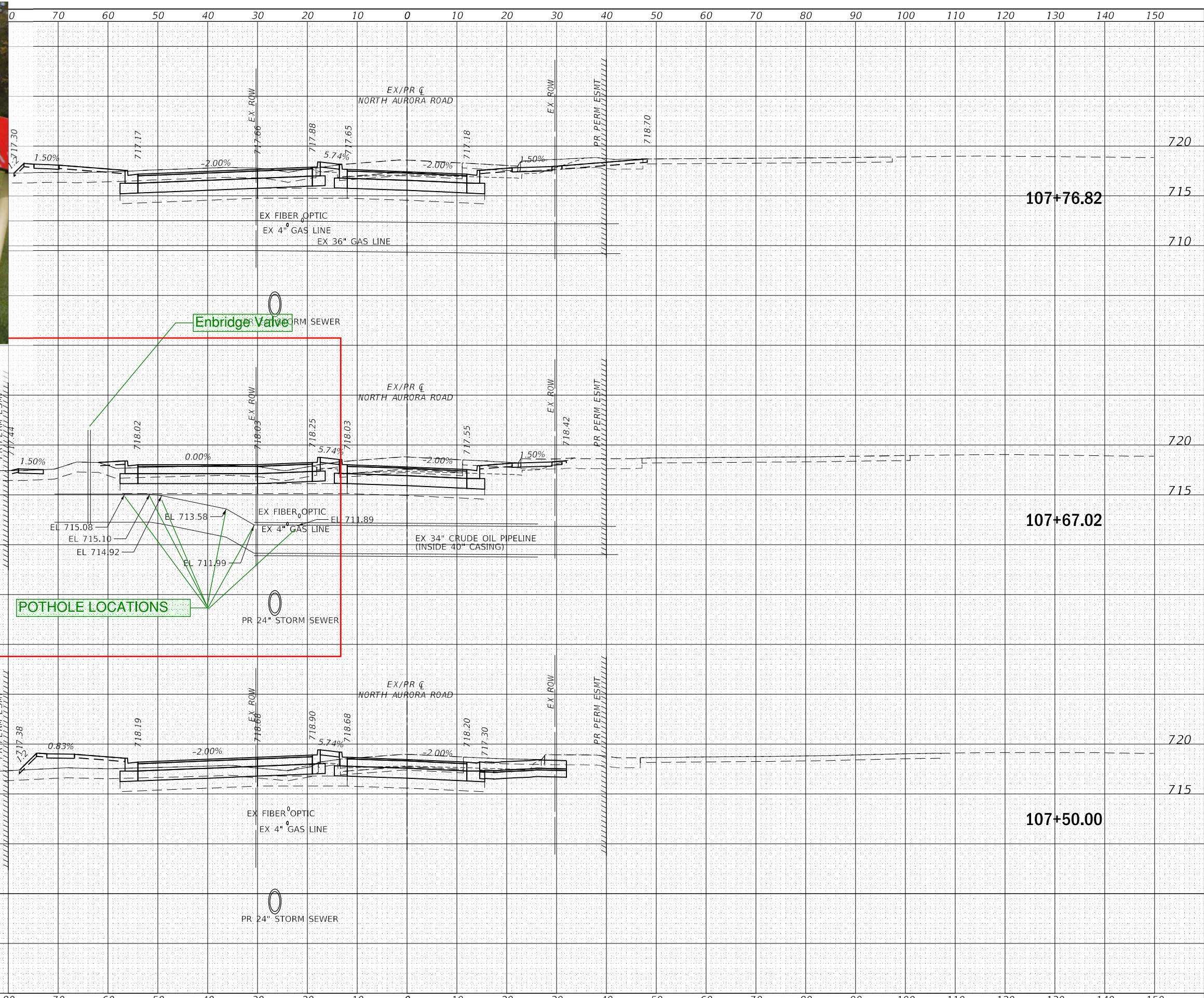
PLAT OF HIGHWAYS
 STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 NORTH AURORA ROAD
 LIMITS: PENNSBURY LANE TO FRONTENAC ROAD
 COUNTY: DuPAGE
 SECTION: 07-06115-00-WR JOB NO.: R-55-001-97
 STATION 106+00 TO STATION 112+00
 SCALE: 1"=30' SHEET 5 OF 8

BUREAU OF LAND ACQUISITION
 201 WEST CENTER COURT
 SCHAMBURG, ILLINOIS 60196

DATE	
BY	
FINAL SURVEY	
SURVEYED	
PLOTTED	
TEMPLATE	
NOTE BOOK	
AREAS CHECKED	

DATE	
BY	
ORIGINAL SURVEY	
SURVEYED	
PLOTTED	
TEMPLATE	
NOTE BOOK	
AREAS CHECKED	

FILE NAME = 060902-VSC-FINAL.MXD



USER NAME = brvanderwal	DESIGNED - BMS	REVISED -
PLOT SCALE = 50 SCALE	DRAWN - MKW	REVISED -
PLOT DATE = 6/24/2020	CHECKED - BVW	REVISED -
	DATE - 06/26/2020	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

FINAL NORTH AURORA ROAD
CROSS SECTIONS

SCALE: 10 H: 5 V SHEET 13 OF 26 SHEETS STA. 107+50.00 TO STA. 107+76.82

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DUPAGE	385	290
CONTRACT NO.				

107+76.82

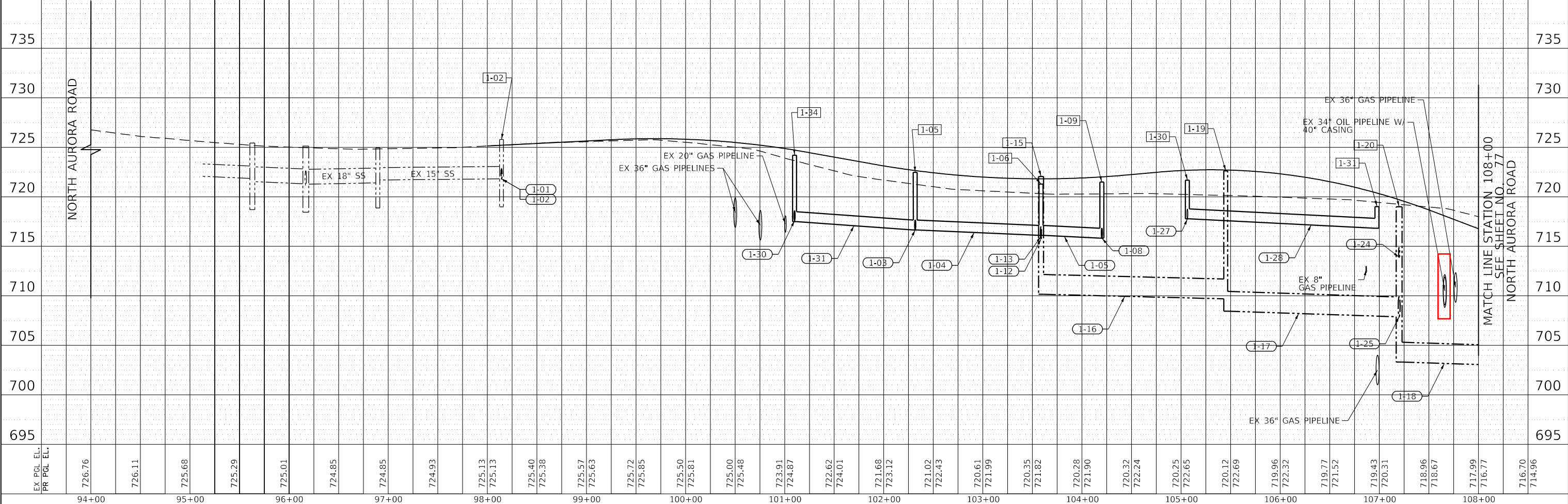
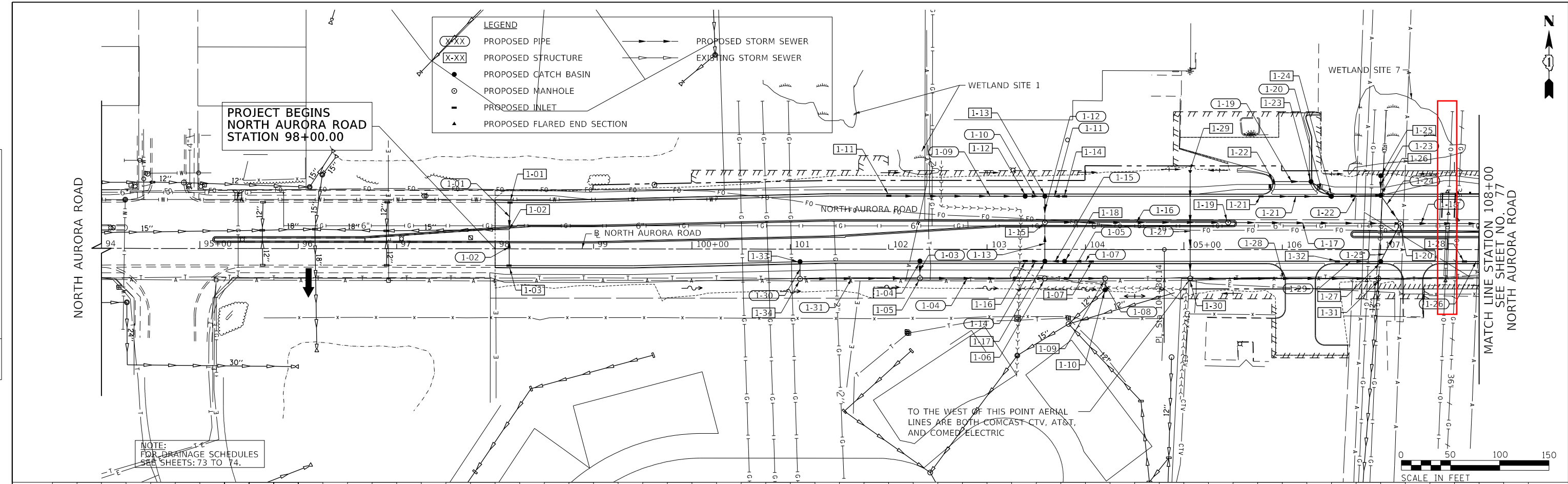
107+67.02

107+50.00

ILLINOIS FED. AID PROJECT

PLAN	SURVEYED	BY	DATE
	PLOTTED		
	NOTE BOOK		
	NO. _____		
	CHECKED		
	FILE NAME		

PROFILE	SURVEYED	BY	DATE
	PLOTTED		
	GRADES CHECKED		
	STRUCTURE NOTATIONS OK'D		
	NO. _____		



FILE NAME : 060802-DU-01

EX PCL EL. PR PCL EL.	94+00	95+00	96+00	97+00	98+00	99+00	100+00	101+00	102+00	103+00	104+00	105+00	106+00	107+00	108+00																																					
	726.76	726.11	725.68	725.29	725.01	724.85	724.85	724.93	725.13	725.13	725.40	725.38	725.57	725.63	725.72	725.85	725.50	725.81	725.00	725.48	723.91	724.87	722.62	724.01	721.68	723.12	721.02	722.43	720.61	721.99	720.35	721.82	720.28	721.90	720.32	722.24	720.25	722.65	720.12	722.69	719.96	722.32	719.77	721.52	719.43	720.31	718.96	718.67	717.99	716.77	716.70	714.96



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
	DRAWN - BMS	REVISED -
PLOT SCALE = 50 SCALE	CHECKED - BVW	REVISED -
PLOT DATE = 6/24/2020	DATE - 06/26/2020	REVISED -

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

NORTH AURORA ROAD DRAINAGE AND UTILITY	
SCALE: 1"=50'	SHEET 4 OF 6 SHEETS
STA. 94+00.00	TO STA. 108+00.00

F.A.U. R.T.E.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	385	76
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				

EXHIBIT B

Enbridge Work

1. Development Scope

- A. Explore the below two options at a conceptual level.
 - 1. Option 1. Install a new, longer casing under the road to accommodate the lower depth of the pipe and the wider road. The longer casing will require removal of Mainline Valve, MLV-406.83-6-V, a hand-operated valve that has been made redundant by motor-operated valve MLV-406.79-6-V.
 - 2. Option 2. Open cut the area and lower the pipeline in place while removing MLV-406.83-6-V.
- B. Enbridge to select the preferred Option and develop an ~30% Engineering package.
- C. Provide a Class 4 estimate on Enbridge's preferred Option to the City of Naperville.

2. Clarifications

- A. The ~30% Engineering package will require survey activities such as topographical survey, exploratory hydrovacuuming (potholing) and geotechnical evaluation (soil sampling); both pre-construction activities are included in the Reimbursement Obligation.
- B. Pre-construction permits and environmental clearance will be processed as per normal procedures but should be acknowledged that communication with ComEd may delay the process.
- C. Communication with I-DOT, the City, and TranSystems will be open and responsive. It is expected for the interested parties to host a meeting to discuss work and collaboration between all utilities.

3. Cost Items

- A. Project Development: Project Development Lead (interim PM), Estimating Team
- B. Project Management: Project Controls Team, Construction Manager, Project Execution Manager
- C. Engineering: Engineering Lead, Third Party Consultant to provide the conceptual and 30% engineering package, includes survey activities (soil report, exploratory hydrovac)
- D. Operations: Field Operations
- E. Primary Support Groups: Environmental (e.g. permits), Lands & Right of Way (ROW), Legal, Regulatory & Compliance, Public Affairs and Communication Services (PACS), Supply Chain Management (SCM) (i.e. for procurement)

Class 4 Estimate Parameters

- Purpose: Conceptual Feasibility

- Anticipated Development Time: ~6 months after this Agreement is signed.
- Project Definition (approximately 15%): Represents the input provided by all internal stakeholders, which include but are not limited to, Engineering, Construction, Environmental, Lands & ROW, Legal, Operations, Field Personnel, with the knowledge required for the estimate development.
- Engineering Completion (~30%): Front End Engineering Design (FEED) started, ~30% completion of Engineering package. The ~30% Engineering package is just a representation of the Engineering portion of the entire Project Definition.

Exhibit C

Project Estimate

Estimate Overview	
Task Description	Estimate
Project Development	\$ 24,000.00
Project Management Team	\$ 35,128.57
Engineering	\$ 147,839.29
Operations	\$ 9,000.00
Primary Support Groups	\$ 57,512.00
Other Support Groups	\$ -
Project Fees	\$ -
Land and Land Rights	\$ -
Materials	\$ -
Construction	\$ -
Subtotal	\$ 273,479.86
AFUDC	\$ -
Escalation	\$ -
Rounded Contingency	\$ 66,520.14
Total Project Cost	\$ 340,000.00