

**CONTRACT NUMBER:**  
**C.E.CO. R/W: STATION 18 – WEST DRYDEN – WILL COUNTY - PLAINFIELD**  
**PARCEL: T-13**  
**SE ¼ SEC 16 TWP 36N RANGE 10E**  
**OF THE THIRD PRINCIPAL MERIDIAN**  
**WILL COUNTY, LOCKPORT/PLAINFIELD TOWNSHIP, ILLINOIS**  
**C.E.CO. REGION: SOUTH**  
**PIN: 11-04-06-407-001-0000**

### **RECREATION LICENSE AGREEMENT**

This Recreation License Agreement (“**Agreement**”) is made as of April 10, 2026 between Commonwealth Edison Company (“**ComEd**”), and Illinois corporation, and the Village of Romeoville (“**Licensee**”) whose address is 1050 West Romeo Road, Romeoville, IL 60446.

ComEd owns the property legal described or depicted on Exhibit A attached hereto (“**Subject Property**”). Subject to and upon the terms herein set forth, ComEd hereby grants to Licensee a revocable, non-exclusive license (the “**License**”), under the following terms and conditions, to use that portion of the Subject Property described or depicted on Exhibit A attached hereto, (such property is hereinafter referred to as the "**Licensed Property**"), for the limited purpose of bike pathway connection, as more fully described in Section 2 below, and for no other purposes whatsoever.

#### **1. TERM, REVOCATION AND TERMINATION:**

(a) This License shall commence on **May 1, 2026** terminate on **April 30, 2036**, unless sooner revoked or terminated as hereinafter provided.

(b) This License may be revoked by ComEd or terminated by Licensee upon no less than thirty (30) days prior written notice (“**Notice**”). Such revocation or termination is effective on the date that is thirty (30) days after Notice is provided pursuant to Paragraph 16. Upon revocation or termination of the license, Licensee, without any recourse, shall cease use and vacate the Licensed Property, and remove therefrom any personal property and materials belonging to Licensee. Licensee shall, at its cost, restore and repair Licensed Property to the condition existing immediately prior to the commencement of this License, unless in the sole discretion of and with written consent of ComEd, any modifications or personal property may remain on the Licensed Property.

(c) If Licensee: (i) uses the Licensed Property for purposes other than the Permitted Use; (ii) shall abandon or cease to use the Licensed Property; or (iii) shall violate or fail to comply with any of the terms, conditions, covenants and provisions in this License, then this License shall be automatically revoked and the privileges of Licensee hereunder shall thereupon immediately cease and terminate. In the event that this License shall terminate by reason of any of the foregoing and Licensee has not vacated the Licensed Property or has failed to remove from the Licensed Property any personal property or materials thereon belonging to Licensee, then ComEd may serve written notice upon Licensee to vacate the Licensed Property and to remove all such personal property and materials, as applicable, within five (5) days after the date of such notice.

(d) If Licensee fails to vacate the Licensed Property or fails to remove Licensee's personal property or materials within the periods specified above, then the title to such personal property and materials, at ComEd's option, may be and become vested automatically in ComEd without further or additional act or acts on the part of Licensee or ComEd and ComEd at its option shall have the right to remove and dispose of same as ComEd deems appropriate at the sole cost and expenses of Licensee, which cost and expense Licensee hereby agrees to pay to ComEd no later than ten (10) days after demand from ComEd.

2. **PERMITTED USE:** The Licensed Property shall be used by Licensee solely, in compliance with all Legal Requirements (as defined herein), for the limited purpose ten (10) foot recreational trail connection for pedestrian and bicyclists as illustrated in Exhibit A, together with the maintenance of the certain portion of the Subject Property also illustrated in Exhibit A (the “Permitted Use”)] (the “Permitted Use”) and for no other purpose whatsoever. For purposes hereof, the term “Legal Requirements” shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes (including the National Electrical Safety Code), executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Licensed Property or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon ComEd or Licensee, or the use thereof by Licensee. “Legal Requirements” shall include “Environmental Laws” as defined in Section 6 below.

3. **CONSIDERATION:** Upon execution of this License, Licensee shall pay to ComEd the sum of **\$1.00** as its license fee. As additional consideration for the License, Licensee shall provide maintenance of the Licensed Property and areas specified on Exhibit A (“Specified Maintenance Areas”) in accordance with the terms of this License.

4. **CONDITION OF PROPERTY:** Licensee has examined the Licensed Property and knows its condition. Licensee hereby accepts the condition of the Licensed Property in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS. No representations or warranties as to the condition, repair or compliance with applicable legal requirements thereof, and no agreements to make any alterations, repairs or improvements in or about the Licensed Property have been made by or on behalf of ComEd. By accepting this License, Licensee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Licensed Property. Without limiting the foregoing, Licensee hereby acknowledges and agrees that ComEd has made no representations or warranties concerning the Licensed Property’ compliance with Legal Requirements, including without limitation, whether the Permitted Use constitutes a legal use of the Licensed Property. Licensee, at its sole cost and expense, shall obtain any permits or licenses mandated by Legal Requirements to allow the Permitted Use. Licensee hereby acknowledges and agrees that ComEd does not grant Licensee the right or authority by the terms of this Agreement at any time to have the Licensed Property rezoned.

5. **COVENANTS OF LICENSEE:** Throughout the term of this Agreement, Licensee (at its sole cost and expense) shall:

- (a) comply, and cause the Licensed Property to comply, with all Legal Requirements;
- (b) not place obstructions on the Licensed Property that may restrict ComEd’s ability to access, operate or maintain ComEd’s Facilities or otherwise interfere with ComEd’s operations;

(c) not touch or make contract with any of ComEd's Facilities and shall not park, store or otherwise place any item within fifteen (15) feet of any of ComEd's Facilities, including but not limited to transmission structures, foundation and other facilities;

(d) not install any temporary or permanent fences on the Licensed Property without obtaining the prior written approval of ComEd;

(e) not remove any top soil, change the original ground grade level, alter or change the natural water drainage on the Licensed Property without obtaining the prior written approval of ComEd, such approval to be granted or withheld at the sole discretion of ComEd, and not create any water drainage problems for ComEd and adjacent property owners;

(f) not allow, give or grant permission to any person or persons, firm, corporation, association, club or any other entity, to use the Licensed Property for any recreational or sporting purposes without prior written approval from ComEd;

(g) protect at all times, all survey markers, boundary markers and monuments presently located on the Licensed Property or that ComEd may erect on the Licensed Property during the term of this License;

(h) not allow any vehicles, machinery or equipment to be used or parked on the Licensed Property, except in the course of regular maintenance obligations or emergency services;

(i) not allow vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds fourteen (14) feet or the maximum allowable height under OSHA's height standards in effect from time to time during the term of the License, whichever is less, shall be driven, moved or transported on the Licensed Property without ComEd's prior written consent

(j) not allow under any circumstances truck beds be raised underneath ComEd's distribution and/or transmission lines; which requirement shall be added to Licensee's construction contracts and drawings;

(k) not allow any activity which could result in a wire to ground electrical contact or damage to towers or poles; such as, flying kites, model airplanes, driving minibikes, go carts and snowmobiles. At ComEd's request, Licensee shall, at its sole cost and expense, post signs prohibiting such activities;

(l) provide ComEd with written notice immediately: (i) upon Licensee's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Licensed Property; and (ii) of Licensee's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to any alleged or actual violation of any Legal Requirements relating to the Licensed Property;

(m) not to cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Licensed Property, whether such lien or claim for lien results from or arises out of any act or omission of Licensee;

(n) not to commit waste, loss or damage to the Licensed Property; and

(o) comply with all requirements of this Agreement, including Site Specific Requirements set forth in Exhibit D.

## 6. ENVIRONMENTAL PROTECTION:

(a) General. Licensee covenants and agrees that Licensee shall conduct its operations on the Licensed Property in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Licensee, nor its employees, agents, contractors, invitees, licensees, successors or assigns, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Licensed Property. Without limiting any other indemnification obligations of Licensee contained herein, Licensee hereby agrees to protect, indemnify, defend (with counsel acceptable to ComEd, which acceptance shall not be unreasonably withheld) and hold harmless ComEd, Exelon Corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the “**Indemnified Parties**”) from and against any and all Claims (as hereinafter defined) (including, without limitation: (i) reasonable attorneys’ fees; (ii) liability to third parties for toxic torts and/or personal injury claims; (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court; and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, and spilled or released by Licensee or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Licensed Property. For purposes of this License, the term “**Hazardous Materials**” shall mean any substance, chemical, waste, product, derivative, compound and all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant, pollutant or any material regulated or governed under or for which liability may be imposed by any Environmental Law. For purposes of this License, the term “**Environmental Laws**” shall mean all federal, provincial, state and local environmental laws, statutes, ordinances, regulations and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, Resource Conservation and Recovery Act, 42 U.S.C. §§9601, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C §§136, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) Wetlands. If there are wetlands, whether or not governed by or regulated under Environmental Laws, on the Licensed Property, or if such wetlands should develop on any portion of the Licensed Property during the term of this Agreement, Licensee shall promptly notify ComEd of the presence of such wetlands and shall strictly comply with and observe all Legal Requirements. At ComEd’s request, Licensee, at its cost, shall furnish ComEd with a survey of the Licensed Property delineating any such wetland areas located on the Licensed Property. Under no circumstances shall Licensee interfere with, impact, change or otherwise alter the physical characteristics of any wetland areas located on the Licensed Property or any adjoining land or place any fill material on any portion of the Licensed Property or adjoining land, without in each instance obtaining ComEd’s prior written consent (which may be granted or withheld in ComEd’s sole discretion), and only then in compliance with Legal Requirements.

(c) Notice of Release. Licensee shall provide ComEd with prompt written notice upon Licensee obtaining knowledge of any potential or known release or threat of release of any Hazardous Materials affecting the Licensed Property.

(d) Use of Pesticides and Fertilizers. Notwithstanding anything to the contrary in this Agreement, Licensee shall have the right to use pesticides and fertilizers that are approved for agricultural use by the United States Department of Agriculture and the State of Illinois provided such use is in accordance with good agricultural practice and complies with all Environmental Laws and all other applicable federal, state and local laws (including

any applicable land conservation requirements and regulations. Under no circumstances shall the permission to use pesticides and fertilizers granted herein release or limit Licensee's obligations to indemnify ComEd pursuant to Section 6(a).

(e) Spills, Leaks, and Releases. In the event of any spill, leak, or release of petroleum products, hazardous substances, or other regulated materials on ComEd property, the Licensee shall notify ComEd via email at Environmental@ComEd.com within twenty-four (24) hours of discovery. The written report must include the date, time and location of the incident; a description of the material released and estimated quantity; the cause (if known); actions taken to contain and clean up the release; any environmental impacts; corrective measures to prevent recurrence; and contact information for the responsible party. Photographic documentation should also be included, if available.

(f) Environmental Inspection and Sampling. Licensee shall conduct, at Licensee's sole expense, an audit using a ComEd Environmental Contractor of Choice (ECOC) once every 2 years from the date of commencement of the License. ComEd reserves the right to conduct periodic inspections of the Licensed Property to verify Licensee's compliance with the terms and conditions of this Agreement, as well as with all applicable Environmental Laws, operational protocols and transmission engineering standards established by ComEd. Such audit may include, without limitation, an evaluation of the physical condition and authorized use of the Licensed Property; the presence of unauthorized materials, waste or debris; the condition of vegetation and surface improvements; the status and integrity of vehicles, equipment and stored substances. Inspections shall also confirm that no activity or condition exists that may impede or obstruct access to ComEd's Facilities. Licensee shall promptly correct any and all violations identified during the audit as directed by ComEd. In addition, upon termination of the License, Licensee shall conduct, using a ComEd ECOC, at Licensee's sole expense environmental sampling of the Licensed Property and provide such environmental sampling results to ComEd. Licensee shall be responsible for remediation of the Licensed Property if the results of sampling indicate exceedances of the current Illinois Environmental Protection Agency's (IEPA's) Tiered Approach to Corrective Objectives (TACO) rules (35 Ill. Administrative Code Part 742), Tier I Residential Remediation Objectives (ROs).

(g) Survival. This Section shall survive the revocation or other termination of this Agreement.

7. **MAINTENANCE:** Licensee agrees at its sole cost and expense, to keep and maintain the Licensed Property and the Subject Property (including any roadway and/or parking lot and/or area thereon) together with Licensee's Facilities in a clean, safe, neat, sanitary and sightly condition and repair, and commensurate with the conditions existing at the time this License is granted to ComEd's satisfaction, at all times during the term of the Agreement. Without limiting the generality of the foregoing, Licensee shall (subject to the terms and conditions of this Agreement and at Licensee's sole cost and expense): (i) perform any and all necessary landscaping, cutting and mowing of grass and weeds (including all Canadian thistles and other noxious weeds and growths at the Licensed Property); (ii) promptly remove all litter, garbage, graffiti from, and repair any vandalism (except for vandalism to ComEd's equipment and facilities) to the Licensed Property and the Subject Property; and (iii) maintain all drainage systems including but not limited to, culverts, ditches and swales, to ensure proper functioning and prevent flooding erosion or other damage. Licensee shall comply and cause the Licensed Property and the Subject Property to comply with ComEd's vegetation management practices and procedures, including without limitation maintenance of risk trees on the Subject Property in accordance with ANSI standards, and all of the requirements listed in Exhibits B-1 and B-2 attached to this Agreement; which may be substituted or amended by ComEd from time to time. ComEd shall not be responsible for furnishing or providing any services or utilities to the Licensed Property (or any costs or expenses associated therewith), but rather, Licensee shall be responsible, at its sole cost and expense for providing all such services and utilities.

8. **INDEMNITY:** To the maximum extent permitted under Legal Requirements, Licensee agrees to protect, indemnify, defend (with counsel acceptable to ComEd, which acceptance shall not be unreasonably withheld) and hold harmless the Indemnified Parties, from and against all claims, losses (including on account of loss or of electric

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service), costs, damages, liabilities, expenses (including attorneys' fees), and or injuries asserted against, suffered or incurred by any Indemnified Party (collectively, “**Claims**”), arising out of, resulting from, relating to or connected with: (i) any act or omission of Licensee or its employees, representatives, agents, contractors, lessees, guests, invitees, heirs, successors and assigns (“**Licensee Party**”), at, on or about the Licensed Property; and/or (ii) any breach of this License on the part of Licensee. This indemnification shall include, without limitation, claims made under any workman’s compensation law or under any plan for employee’s disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors). This indemnity shall survive any revocation or termination of this Agreement.

**9. INSURANCE.** Prior to entry onto the Licensed Property, Licensee agrees to require its contractors to purchase and maintain, or at the option of Licensee to itself purchase and maintain, at the cost of Licensee or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois and in a form satisfactory to ComEd as follows:

#### COVERAGES #1

Workers' Compensation Insurance Policy: Coverage A - To pay promptly when due all compensation and other benefits required of the insured by the workers' compensation law. Coverage B - Employers' Liability: To pay on behalf of the insured with limits not less than One Million and No/100 dollars (\$1,000,000.00) each accident/occurrence all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom. Coverage A and Coverage B will cover all contractors, subcontractors, and their subcontractors.

#### COVERAGES #2

Comprehensive General Liability Policy or Policies (with coverage consistent with ISO CG 0001 (10/98)) covering all contractors, subcontractors and all their subcontractors with limits not less than the combined single limit of Four Million and No/100 Dollars (\$4,000,000.00) for bodily injuries to or death of one (1) or more persons and/or property damage sustained by one (1) or more organizations as a result of any one (1) occurrence, which policy or policies shall not exclude property of ComEd. ComEd shall be added as an Additional Insured under endorsement GL 2010. Bodily injury means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death, at any time resulting therefrom. Property damage means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

Licensee will, in any event, purchase and maintain during the term hereof;

#### COVERAGES #3

(i) Owners' Landlords' and Tenants' Liability Insurance Policy in the name of ComEd as the insured, with limits of not less than the combined single limit of Four Million and No/100 Dollars (\$4,000,000.00) for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence, which policy shall not exclude property of ComEd. Bodily injury means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death, at any time resulting therefrom. Property damage means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

(ii) As an alternative to the Owners' Landlords' and Tenants' Liability Insurance described above, Licensee may purchase and provide a rider or an endorsement to its existing commercial general liability policy or policies of insurance naming ComEd as an additional insured thereunder, Endorsement GL 2010 or CG 2010, covering the location of ComEd's Facilities including coverage extensions for premises/products/completed operations and contractual liability for Licensee's indemnity obligations hereunder; provided that the limits and coverages in this alternative form of insurance are equal to or greater than the limits and coverages specified above for the Owners' Landlords' and Tenants' Liability Insurance Policy. ComEd reserves the unrestricted right to approve or reject any such alternative form of insurance that may be provided by Licensee.

(iii) Automobile Liability in an amount of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, covering all owned, licensed, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

#### BUILDER'S RISK

Builder's Risk" insurance or equivalent insurance coverage for the full replacement cost of the work in question (including all applicable Alterations), including the cost of materials supplied or installed by others, on an all-risk basis. Such insurance shall be maintained until the final completion of the work and/or Alterations. With respect to such Builder's Risk insurance:

(i) Sublimits may apply to such coverages as flood, terrorism, windstorm, earth movement, subsidence, debris removal, transit, off-site storage, and demolition occasioned by enforcement of any applicable Legal Requirements;

(ii) Such insurance shall be written on an "all-risk" basis;

(iii) Licensee shall be responsible for policy deductibles from sublimits, under the Builder's Risk insurance policy or equivalent insurance coverage;

(iv) ComEd, Licensee and Licensee's contractors and subcontractors shall cooperate with each other to settle any loss insured claim under the Builder's Risk insurance or equivalent insurance coverage;

(v) The Builder's Risk insurance shall also include coverage for "hot/cold" testing, if applicable;

(vi) The ComEd shall be named as an additional insured; and

(vii) Such insurance shall provide for a waiver of all rights of subrogation which Licensee or its contractors' or subcontractors' insurance carrier might exercise against ComEd.

Licensee may substitute lower limits for any of the policies listed above, provided that Licensee maintains an umbrella or excess liability policy or policies which provide a total minimum limit of \$1,000,000.00 for automobile liability and \$4,000,000.00 for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

There shall be furnished to ComEd, prior to entry onto the Licensed Property a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1 and #2 of this paragraph which policies shall be held by Licensee and shall be delivered to ComEd upon written request. Insurance coverage as required herein shall be kept in force during the term of this Agreement.

The original policy required under Coverage #3 shall be delivered to ComEd upon execution of this document. The insurance under Coverage #3 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Licensee may, at its discretion, obtain. Declarations in each of said policies shall identify the work as being done by and for others on property owned by ComEd and there shall be no exclusions in any of said policies not approved by ComEd.

To the extent permitted by applicable Laws, all above-mentioned insurance policies (except for Workers' Compensation Insurance Policy) shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by ComEd; and
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Licensee's, or its Contractors' insurance carrier might exercise against ComEd; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply.

ComEd hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Licensee and/or its contractors and subcontractors.

**10. NON-ASSIGNABLE LICENSE ONLY:** Notwithstanding anything to the contrary contained herein, ComEd and Licensee acknowledge and agree that this License is personal unto Licensee, is not assignable, that any and all rights conferred upon Licensee pursuant to this Agreement create a non-exclusive license only, and that no lease, tenancy, leasehold, easement or other right or interest of any kind or nature (other than a license) is created or conferred pursuant to this License. In no event shall Licensee have or be entitled to any right, remedy or privilege under the State of Illinois Forcible Entry and Detainer Law, or any local, county, state or federal law, rule, regulation or ordinance similar thereto

**11. WAIVER:** Any entry onto the Licensed Property by Licensee and, to the extent permitted by law, each and every Licensee Party (as may be permitted hereunder), shall be at such parties' sole risk, and ComEd makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Licensed Property or the condition of the Licensed Property (including, without limitation, the environmental condition thereof). Licensee and each and every Licensee Party, to the fullest extent permitted under Legal Requirements, hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Licensee and/or any Licensee Party in connection with any entry onto the Licensed Property pursuant to this License. This Section will survive termination of this Agreement.

**12. RETAINED RIGHTS OF COMED:** At all times ComEd shall have free and unrestricted access for its employees, agents, representatives, contractors, subcontractors, assigns or grantees to come upon the Licensed Property, either by vehicle or on foot, for the purpose of inspecting, constructing, installing, operating, maintaining, repairing, replacing, altering, expanding, improving or patrolling any or all of its facilities and equipment located thereon or any and all of its additional and future facilities and equipment that will be located thereon. ComEd shall not in any event or for any reason whatsoever be liable for inconvenience, disruption, disturbance, loss of use, loss of business or other damage to Licensee in connection with the Licensed Property.

The rights of ComEd are paramount to the rights herein granted to Licensee by ComEd, and nothing stated herein is to be construed as affecting the title of ComEd to the Licensed Property, or restricting ComEd from disposing of all or any portion of the Licensed Property or granting rights to other parties or persons in, upon or under the Licensed Property. Without limiting the generality of the foregoing, the parties specifically acknowledge

and agree that the Licensed Property contains, or may contain in the future, sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines and other allied uses.

ComEd's sole discretion will determine whether the Licensed Property is available from time to time for recreational purposes.

### **13. ALTERATIONS.**

(a) General. Licensee shall not make any alterations, installations, improvements, additions or other physical changes (collectively, the "Alterations") in or about the Licensed Property without ComEd's prior written consent in each instance, which consent may be granted or denied by ComEd in its sole and absolute discretion. Alterations shall be performed: (i) by Licensee, at Licensee's sole cost and expense (and ComEd shall have no duty or obligation with respect thereto), (ii) pursuant to final and stamped plans and specifications approved in writing by ComEd (in ComEd's sole discretion), (iii) by contractors and subcontractors approved in writing by ComEd (in ComEd's sole discretion), (iv) in compliance with all Legal Requirements, and (v) in a good and workmanlike manner, free of all liens. Licensee, at Licensee's sole cost and expense, shall obtain any and all permits and approvals necessary for the performance of any Alterations. During the performance of any Alterations, Licensee shall carry, and shall cause its contractors and subcontractors to carry, such insurance as ComEd shall, in its sole discretion, direct. Neither Licensee nor any of Licensee's authorized agents, at any time prior to or during the Term, directly or indirectly, shall employ, or permit the employment of, any contractor, mechanic or laborer in the Licensed Property, or permit any materials to be delivered to or used in the Licensed Property, whether in connection with any Alterations or otherwise, if, in ComEd's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Licensed Property (or any other property) by ComEd, Licensee or others, or the use and enjoyment of the Licensed Property by ComEd or other users or occupants of the Licensed Property. In the event of such interference or conflict, upon ComEd's request, Licensee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Licensed Property immediately. At the sole discretion of ComEd, any proposed Alterations shall be subject to a review fee, the amount of which will be determined by ComEd upon receipt of Licensee's request for consent to such Alterations. Such fee shall be due and payable by Licensee within five (5) days from receipt of notice from ComEd of the amount of such review fee and ComEd shall not be required to consider Licensee's request for ComEd's consent to any Alterations until the review fee for such Alterations is paid. Upon completion of any Alterations (including, without limitation, the Initial Alterations, as defined below), Licensee shall deliver "as-built" plans and specifications of the Alterations to ComEd.

(b) Paving and Filling. Without limiting the generality of the terms and provisions of Section 13(a) above, Licensee acknowledges and confirms that any and all grading, leveling, adding or removing soil and/or paving of the Licensed Property (or any portion thereof) shall constitute an Alterations for purposes of this Agreement, and shall be subject to each and all of the terms and provisions relating thereto. In any event, any and all debris from any Alterations of Licensee shall be promptly removed from the Licensed Property by Licensee. In the event that, in connection with Licensee's Alterations, Licensee elects is required to bring fill material onto the Licensed Property, only clean fill (defined as not containing debris such as gravel, concrete, tree roots, brick or any contaminants) shall be used, and Licensee must provide evidence of clean fill prior to the spreading of base fill underlying any paving. No paving or grading work (or similar work) of any kind will be undertaken within a fifteen (15) foot radius of any tower leg (or similar equipment, improvement or facility) of ComEd. Paving shall be well drained, firm and solid blacktop (or other substance approved in writing by ComEd), and shall be neat and clean in appearance. In no instance shall any fill pile be stored on the Licensed Property more than forty-eight (48) hours before use or be greater than five (5) feet tall. In addition, and not in lieu of the foregoing, any such grading, leveling, paving and/or filling of the Licensed Property shall comply with the terms and provisions of subsection (c) below, and shall be approved by ComEd in writing. Licensee shall not cause or permit the existing ground grade on the Licensed Property to be increased or decreased without ComEd's prior written consent.

(c) Digging Work. If Licensee performs any grading, leveling, digging or excavation work on the Licensed Property (which work shall be subject to ComEd's prior written approval), Licensee will notify J.U.L.I.E. at telephone number 811 or (1-800) 892-0123, or D.I.G.G.E.R at (1-312) 744-7000 if the Licensed Property is located in the City of Chicago, or in the event the Licensed Property is located outside J.U.L.I.E.'s or D.I.G.G.E.R's jurisdiction, any other services required by the utilities in the jurisdiction, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Licensed Property. If Licensee damages any such underground facilities in the course of its work, Licensee will promptly reimburse ComEd or the owner of such equipment or facilities for any and all expense incurred in repairing or replacing such damage.

(d) Drainage. Licensee covenants and agrees that no Alterations made by Licensee pursuant to this Agreement shall cause any surface water drainage problems for ComEd or any adjoining landowners. In the event that any such water drainage problems are caused by Licensee's Alterations, Licensee shall correct such problems immediately at Licensee's sole cost and expense and provide timely notice of the corrective actions to ComEd.

(e) Fencing and Barriers. Licensee covenants and agrees that, in the event that Licensee installs (or is required (by ComEd or otherwise) to install) any fencing and/or gates in connection with Licensee's Alterations at the Licensed Property (or its use of the Licensed Property), Licensee will install, maintain and operate such fences and/or gates in compliance with the requirements of Exhibit C, attached hereto and made a part hereof, and any and all other fencing and locking rules, regulations and guidelines which ComEd may deliver to Licensee from time to time prior to or during the term of the Agreement. Licensee also acknowledges and confirms that, in connection with ComEd's review and/or approval of the plans and specifications for Licensee's Alterations at the Licensed Property (as provided in Section 13(a) above), ComEd may require, prior to or at any time during the term of this Agreement, that barriers ("**Barriers**") be installed on the Licensed Property in order to protect ComEd's Facilities and/or other equipment, improvements and facilities of ComEd and other users and occupants of the Licensed Property. Any such Barriers shall be installed either (at ComEd's sole option): (i) by Licensee, at Licensee's sole cost and expense, in a manner satisfactory to ComEd, or (ii) by ComEd, in which event Licensee shall pay to ComEd, prior to such installation, ComEd's reasonable estimate of the cost of such installation of the Barriers. Any barriers required to be installed hereunder shall be installed, maintained and operated by Licensee in compliance with the requirements of Exhibit C, attached hereto, and any and all rules, regulations and guidelines regarding barriers which ComEd may deliver to Licensee from time to time prior to or during the term of this Agreement.

(f) Soil Removal. Licensee hereby agrees that it will not remove any soil from the Licensed Property without the prior written consent of ComEd. Any soil removed from the Licensed Property to which ComEd consents (as provided in the preceding sentence) shall become the property of Licensee and shall be: (i) transported and disposed of by Licensee (at its sole cost and expense) in a manner approved in writing by ComEd and in compliance with all Legal Requirements, and (ii) promptly replaced by Licensee at its sole cost and expense, with clean soil not contaminated with Hazardous Materials (as defined in Section 6(a)). Licensee must provide evidence of clean fill prior to the spreading of fill.

(g) Third Party Facilities. In addition to any ComEd's Facilities located on or near the Licensed Property, Licensee hereby acknowledges that the Licensed Property may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Licensed Property. Licensee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Licensed Property, and provide the proper protection required by such persons or entities, in connection with Licensee's use and occupancy of the Licensed Property. Licensee further agrees to furnish ComEd copies of the correspondence between the any such persons or entities and Licensee. Licensee agrees that this requirement shall apply to any installations currently located at the Licensed Property and any and all future installations within the Licensed Property.

(h) Supervision. ComEd shall have the right (but not the obligation) to monitor and observe Licensee's performance of any Alterations at the Licensed Property (or any component thereof) and, in the event that ComEd

so elects, Licensee shall reimburse ComEd for any and all costs of such monitoring and observation, together with a charge for ComEd's overhead, as determined by ComEd. In the event that ComEd elects to monitor or observe any such work, in no event shall ComEd be deemed to have approved or made any representation or warranty regarding the same.

(i) **Notification.** In addition to and not in lieu of, Licensee's other obligations under this Section, Licensee also agrees to notify ComEd's Representative at [ComEdRealEstateFacilities@comed.com](mailto:ComEdRealEstateFacilities@comed.com) at least seventy-two (72) hours prior to the commencement of any Alterations at the Licensed Property.

Without in any way limiting any of the terms, provisions or conditions set forth above in this Section 13 (including, without limitation, the requirement to obtain ComEd's consent to the plans and specifications therefor), Licensee hereby agrees that Licensee will construct and install all of the improvements and facilities shown on Exhibit D attached hereto (the "**Initial Alterations**"). The Initial Alterations shall be constructed and installed in the locations, and in accordance with the standards and specifications (where applicable) shown on Exhibit D; provided, that in the event of any conflict or inconsistency between the locations, standards and specifications shown on Exhibit A hereto and those shown on the plans and specifications approved by ComEd for the Initial Alterations (as provided in this Section 13), then the locations, standards and/or specifications (as applicable) on the approved plans and specifications shall govern over those shown on Exhibit D attached hereto. The Initial Alterations shall constitute "Alterations" for all purposes set forth in this License, and shall be constructed, installed and (at the expiration or sooner termination of the License) removed by Licensee in accordance with the terms, provisions and conditions of this License.

**14. CONDEMNATION.** If the Licensed Property, or a substantial part thereof, or a portion which prevents use of the Licensed Property, shall be taken or condemned by any competent authority for any public use or purpose, the License shall end on the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of any condemnation award or proceeds (it being understood that ComEd shall be entitled to the entire amount of any such award or proceeds, and Licensee shall have no right to share therein).

**15. LIQUIDATED DAMAGES FOR HOLDOVER USE:** Licensee, upon the termination of this Agreement by revocation or otherwise, shall vacate the Licensed Property and cease all use of the Licensed Property. In the event that Licensee fails to cease use and vacate the Licensed Property within thirty (30) days after receipt of written notice of revocation of the License, the parties agree that ComEd shall be entitled to liquidated damages in the amount of \$100 per day for each day that Licensee remains on or continues to use the Licensed Property beyond the revocation date. The parties acknowledge and agree (i) that actual damages for such unauthorized use would be difficult to ascertain with certainty, (ii) the liquidated damages amount set forth herein is a reasonable pre-estimate of such damages and not a penalty, and (iii) this provision does not limit ComEd's right to seek injunctive relief or to pursue ejectment or other legal remedies to regain possession of the Licensed Property, or to recover reasonable attorney's fees in connection therewith. In addition, Licensee agrees to indemnify, defend and hold the Indemnified Parties harmless from and against any and all Claims sustained, incurred and/or brought against any of the Indemnified Parties by reason of such retention of possession of the Licensed Property (which may include, without limitation, any Claims made by any actual or prospective subsequent licensee, lessee or other user or occupant of the Licensed Property or any portion thereof). ComEd hereby expressly reserves and retains any and all other rights and remedies provided hereunder or available at law or in equity arising out of such breach of this Agreement by Licensee. Any such continued possession by Licensee shall be subject to every other term, condition, and covenant contained in this Agreement.

**16. NOTICES:** All notices to ComEd shall be in writing, addressed to Commonwealth Edison Company, c/o Real Estate Manager, Real Estate & Facilities, Three Lincoln Center, 4<sup>th</sup> Floor, Oakbrook Terrace, Illinois 60181 or at such other place as ComEd may from time-to-time designate in writing. All notices to Licensee shall be in writing, addressed to Licensee at the address first listed above or at such other place as Licensee may from time-to-time designate in writing. All notices shall be personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid

and addressed to the parties at the addresses set forth herein. All notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

**17. EASEMENTS AND OTHER PROPERTY RIGHTS; SUBORDINATE:** This Agreement, and all of Licensee's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, mortgages, licenses, leases, permits and other property rights (whether recorded or unrecorded), which now or hereafter affect the Licensed Property.

**18. PROHIBITION ON RECORDING:** To the maximum extent permitted under Legal Requirements, Licensee agrees not to record this Agreement. This section shall survive the revocation or termination of this Agreement.

**19. APPLICABLE LAW; CONSTRUCTION:** The License granted under this Agreement has been granted in, and will be construed in accordance with, the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

**20. WAIVER OF JURY TRIAL.** ComEd and Licensee, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Agreement against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of ComEd and Licensee, Licensee's use of the Licensed Property, or any other claims, and any emergency statutory or any other statutory remedy.

**21. ILLINOIS COMMERCE COMMISSION APPROVAL.** ComEd and Licensee acknowledge that ComEd is a public utility regulated by the Illinois Commerce Commission ("Commission") and other governmental authorities, and this License and the obligations of the parties hereto are subject to all Legal Requirements applicable to ComEd as a public utility. Although it is not expected that the Commission's or other governmental authorities' approval will be required for this Agreement, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authorities' approval of the License, under any circumstances in which such approval is required. It is further agreed and understood that this Agreement may be terminated by ComEd immediately at any time in the event that ComEd is required to do so by the Commission or some other governmental authority.

**22. TIME OF THE ESSENCE:** Time is of the essence under this Agreement and each and every provision hereof.

**23. COUNTERPARTS:** This Agreement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

**24. HEADINGS; ENTIRE AGREEMENT:**

(a) Paragraph and section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting or amplifying the provisions hereof.

(b) This Agreement and the Exhibits attached hereto and incorporated by reference, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations shall be implied by this Agreement that are not expressly addressed herein.

**25. PRIOR AGREEMENTS:** The parties acknowledge and agree that this Agreement supersedes all prior leases, licenses or agreements between the parties involving the Licensed Property. Any such prior leases, licenses or agreements are hereby terminated.

By signing this Agreement, Licensee affirms and states that Licensee is neither an employee of ComEd nor has any affiliated interest in ComEd or any of the Indemnified Parties.

IN WITNESS WHEREOF, ComEd and Licensee have executed this Agreement as of the date first above written.

**LICENSOR:**

**COMMONWEALTH EDISON COMPANY**

By: \_\_\_\_\_  
**Wanda Anderson**  
**Senior Manager, Real Estate & Facilities**

**LICENSEE:**

**THE VILLAGE OF ROMEOVILLE**



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

**Printed Name:**

Address: 1050 West Romeo Road  
Romeoville, IL 60446  
Phone: 815-886-7200

## EXHIBIT A

Subject Property located at West of Weber Road & South Carillon Drive, Plainfield, Illinois

Licensed Property outlined below.

**PIN: 11-04-06-407-001-0000**



**CONTRACT NUMBER:**

**C.E.CO. R/W: STATION 18 – WEST DRYDEN – WILL COUNTY - PLAINFIELD**

**PARCEL: T-13**

**SE ¼ SEC 16 TWP 36N RANGE 10E**

**OF THE THIRD PRINCIPAL MERIDIAN**

**WILL COUNTY, LOCKPORT/PLAINFIELD TOWNSHIP, ILLINOIS**

**C.E.CO. REGION: SOUTH**

**PIN: 11-04-06-407-001-0000**

## EXHIBIT B

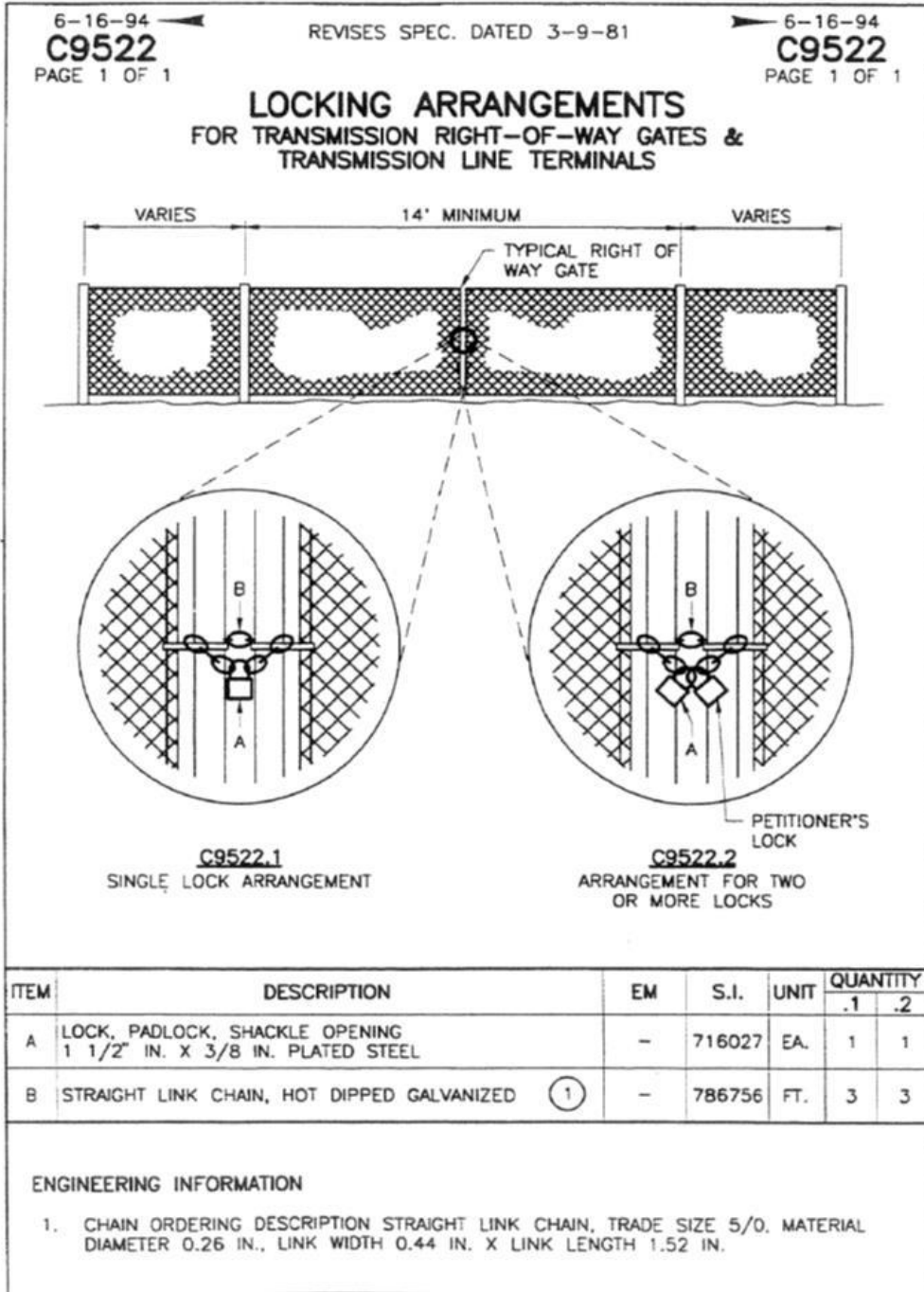
### Vegetation Management Guidelines

1. Develop tree risk management plan to ensure subject area including, but not limited to, any trails trail user and neighboring property safety, including identify, evaluate, mitigate, monitor and communicate risk.
2. Follow ANSI A300 Pruning Standards
3. Comply with all Federal, state and local laws, including but not limited to, municipal tree ordinances and the Illinois Noxious Weed Law.
4. Grass Mowing within the subject area shall be conducted in compliance with local ordinances.
5. Landscaping (ie, improvements/additions), including digging and planting, would require pre-approval from ComEd.
6. Fines for non-compliance shall be the sole responsibility of the Licensee
7. Licensee shall be responsible for restoring the area in the event the License is terminated.



# EXHIBIT C

## ComEd Equipment Protection Guidelines



TRANSMISSION RELIABILITY AND STANDARDS

COMMONWEALTH EDISON COMPANY  
SYSTEM STANDARD

X T L S C O E  
REVISION

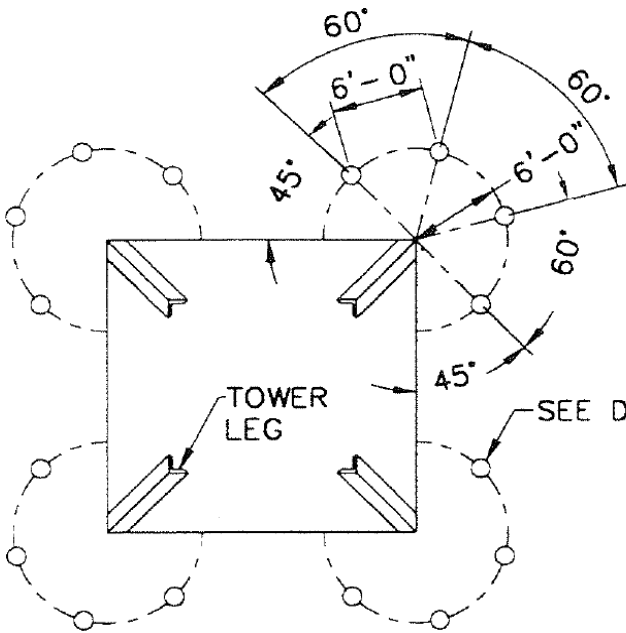
ACAD

# PROTECTIVE BARRIERS

## FOR TRANSMISSION STRUCTURES (69 KV AND ABOVE)

PROTECTIVE BARRIERS TRANSMISSION STRUCTURES ADJACENT TO TRUCK PARKING  
OR OTHER HEAVY EQUIPMENT TRAFFIC

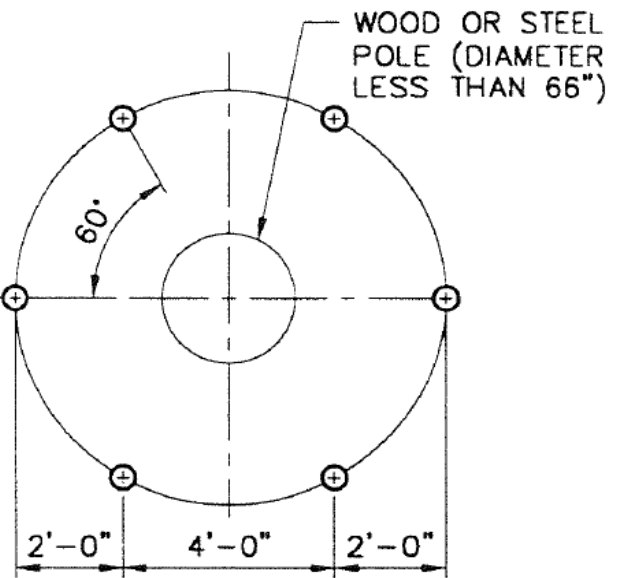
ALTERNATIVE TO C9520



**PLAN**

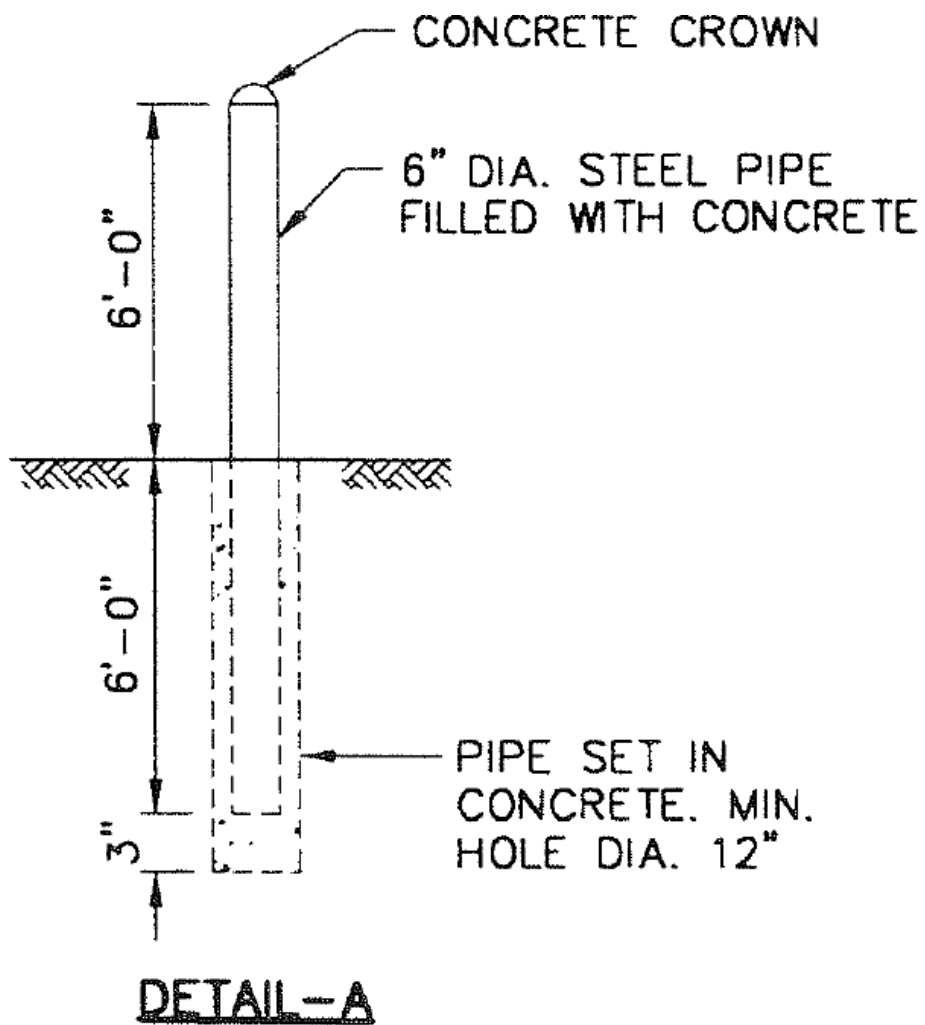
TYPICAL TOWER LEG PROTECTION

SEE DETAIL A



**PLAN**

TYPICAL WOOD OR STEEL POLE PROTECTION



## NOTES

BARRIERS WILL BE PAINTED YELLOW FOR INCREASED VISIBILITY



## EXHIBIT D

### Site Specific Considerations

#### Construction Project Requirements

21. Daily equipment inspections must be conducted to verify proper working condition before equipment use on ComEd property. Written records of equipment inspections must be available to ESD upon request.
22. A spill kit of appropriate size must be present and accessible at all times during construction activities on ComEd property.
23. All construction equipment must be free of leaks, and any leaks of oils or chemicals that occur must be immediately cleaned up and reported to the appropriate agencies as needed.
24. Vehicle and equipment fueling, maintenance, and washing is prohibited on ComEd property.
25. No hazardous materials, including petroleum products, may be stored, used, or transferred on ComEd property. Vehicles and equipment containing petroleum products may be driven on ComEd property but may not be stored or parked overnight on ComEd property.
26. All leaks, spills, overflows, or similar must be immediately addressed by Grantee at their expense. In the event of a leak/spill on ComEd property, Grantee must notify ComEd within 24 hours and provide a written report within 5 business days.
27. No construction, demolition, or equipment staging is permitted overnight on ComEd-owned property during construction activities.
28. Concrete washout activities are prohibited on ComEd property.
29. In the event that drain tiles are damaged, Licensee shall repair or replace, as appropriate, the damaged drain tiles and accept responsibility for any adverse drainage issues and related damages that may arise.
30. ESD must provide written authorization for the discharge from excavation dewatering activities on ComEd property. If approved, dewatering activities must be conducted in accordance with Illinois Urban Manual (IUM) guidelines.

#### Excavation, Spoils and Materials

31. Grantee shall call J.U.L.I.E. 811 Utility Locating Services before commencing any ground-breaking activities on ComEd property.
32. No construction debris, soil, fill material, or spoils may be stored on ComEd property except for soils that have been excavated from the ComEd property.
33. Stratification of soil horizons is required for all excavation, backfilling, and restoration activities.
34. If the project requires removal of soil or waste from ComEd property, including hydrovac spoils, this must be removed by a ComEd Environmental Contractor of Choice (ECOC) and taken to a ComEd approved landfill. It is prohibited to dispose of any like material at a Clean Construction or Demolition Debris (CCDD) landfill. A list of ECOCs is enclosed with this letter.
35. Grading of excess soil is prohibited on ComEd property.
36. If the project requires additional soil and gravel, only certified "clean" fill shall be used. The source of the clean fill must be approved by ESD. For approval, the following conditions must be met.
  - a. A certificate of virgin material must be obtained from the source of any aggregate material.
  - b. Soils must be certified clean by the source and/or analyzed every 500 cubic yards for total concentrations of the comprehensive suite of parameters listed in Title 35 Illinois Administrative Code (35 IAC) Part 740, Site Remediation Program (SRP) Appendix A, Target Compound List (TCL), and verified to meet the IEPA's CCDD Fill Operations and Uncontaminated Soil Fill Operations standards (35 IAC Part 1100), Maximum Allowable Concentrations (MACs).
37. All soil must be managed in accordance with IUM guidelines.
38. Without prior authorization from ESD, Licensee is not permitted to develop unpaved areas or change the grade of the subject property in any ways other than what was submitted in this request. This includes activities of adding gravel or other fill materials to the surface of the ComEd property.
39. Environmental sampling is not permitted on ComEd property without written approval and guidance by ESD.

### **Wetlands Requirements (For ALL Identified and Potential Wetlands)**

40. According to a review of materials provided by Licensee, wetlands are located on the ComEd property but will not be impacted by the proposed project.
41. For any equipment that must be brought into wetlands, ESD requires matting or low ground pressure equipment (less than 7 psi loaded) be utilized for access through wetlands during construction activities. Timber matting is recommended for use in wetland areas.
42. **Where wetlands are identified on ComEd property, ESD requires that environmental oversight of the project and inspections are conducted, at Licensee's expense, by a contractor that is approved by ESD after review of qualifications. Written records of environmental inspections must be available to ESD upon request.**
43. Discharging from excavation dewatering activities on ComEd property is prohibited within 100 feet of a wetland. It must be containerized for offsite disposal.
44. Licensee must follow all federal, state, and local wetlands requirements, including United States Army Corps of Engineers (USACE) and Will County regulations and guidelines, as applicable.

### **Environmental Regulations and Permits**

45. All applicable regulations must be followed, including implementation of a Soil Erosion and Sediment Control (SESC) plan to minimize sediment pollution in stormwater runoff, as well as any other required practices. If the plan changes, a revision will be available to ESD upon request.
46. **All applicable environmental permits must be obtained. Licensee must submit copies of all required environmental permits to ESD prior to project start, including a Will County Land Use Department Site Development Permit, if applicable.**
47. Requirements of all permits must be followed which could include site monitoring, reporting, and restoration extending well beyond the construction time period.
48. Licensee must follow all applicable environmental laws and regulations including those not specifically mentioned herein.

### **Condition of Property**

49. Any damage caused by Licensee, Licensee's (sub)contractors, and/or Licensee's guests must be repaired immediately at Licensee's expense.
50. Licensee must provide full restoration of ComEd property—excepting proposed improvements—when the project is complete, including seeding as necessary.
51. **Licensee must provide documentation of the property after project completion, including an as-built topographic survey, post-restoration photographs, and a .kmz file of the as-built recreational path and associated improvements.**

### **Should ComEd request the following materials in the future, Licensee must be prepared to provide the following information to ComEd (please reference Project Code SR 6658780 in any communications with ComEd):**

52. A letter that summarizes the results of their analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, Stormwater Pollution Prevention Plan, SESC, endangered species impacts, etc.).
53. A copy of the environmental permit applications for the project.
54. A copy of any environmental reports required by the permits.
55. Copies of certificates of clean fill.
56. Inspection records.