

LICENSE AGREEMENT

WITNESSETH:

This License Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2021, by and between the Village of Romeoville, an Illinois Municipal Corporation ("Village") and Commonwealth Edison Company, an Illinois corporation ("Licensee").

WHEREAS, Licensee owns various poles, towers, lines, cables and other facilities for the transmission of electric power, and

WHEREAS, Licensee is in the process of replacing and upgrading certain existing poles or towers supporting electric power transmission lines, including certain towers within Licensee's right of way in or in the vicinity of the Village, which project is sometimes hereafter referred to as the "Licensee Improvements"; and

WHEREAS, that portion of Licensee's right of way within or in the vicinity of the Village containing poles or towers to be upgraded or replaced is depicted in Exhibit A (the "Licensee Right of Way"), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, in order to conveniently access its right of way with the trucks transporting the replacement poles and towers and the construction vehicles and equipment necessary to deliver and install the poles and towers within the Licensee Right of Way, Licensee desires to obtain and has requested a license from the Village to operate and move such vehicles on certain designated Village streets and adjacent parkways located within the relevant right of way ("Village Streets"), and to travel and operate such trucks, vehicles and equipment back and forth between the Licensee Right of Way and the Village Streets; and

WHEREAS, the Village Streets for purposes of this Agreement shall be those described and depicted in Exhibit B, a copy of which is attached hereto and incorporated herein by reference, and the depiction therein shall be understood to refer to the entirety of the Village owned public infrastructure or improvements located within the depicted area, including but not limited to streets, public utilities, landscaped, grass or turf parkways or rights of way, sidewalks and signage; and

WHEREAS, the Village is amenable to granting the license requested of it by Licensee to use the Village Streets, all in accordance with and subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Licensee and Village hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated into this Agreement as if fully set forth in this Section 1.
2. Grant of License; Term. Subject to the terms and provisions of this Agreement, the Village hereby grants a nonexclusive license (the "License") to Licensee to permit the Licensee to use the Village Streets subject to the terms and conditions of this Agreement for the purpose of transporting the materials comprising the Licensee Improvements and the construction vehicles necessary to transport and install the same to the Licensee Right of Way. The License shall commence on that date on which the Village receives a fully executed copy of this Agreement after its approval by the Corporate Authorities of the Village, and shall terminate on February 28, 2022. Licensee acknowledges that the use of the Village Streets provided for hereunder shall be on an "as-is, where-is" basis, and that the Village makes no warranties or representations whatsoever concerning the adequacy, suitability or the condition of the same for Licensee's contemplated use thereof. Prior to entering upon the Village Streets for any of the purposes contemplated hereunder, Licensee shall provide the Village's Director of Public Works with not less than five (5) business days prior written or telephonic notice of its entry upon and use of the Village Streets. Licensee shall use commercially reasonable efforts after the completion of the construction of the Licensee Improvements and at its sole cost and expense to restore or repair any actual damage caused by or resulting from its use of the Village Streets hereunder, with such restoration or repair to be performed in accordance with the conditions therefor set forth in Section 6 of this Agreement.
3. Licensee's Financial Security. To secure Licensee's timely performance of its obligations under the License and this Agreement, including but not limited to Licensee's timely performance of its obligations to repair, Licensee shall post with Village a bond in such form and from such a financial institution as may be acceptable to the Village in an amount equal to Six Hundred Thousand and 00/100 Dollars (\$600,000.00) ("Bond"), reflecting the Village's reasonable estimate of the potential cost to repair damages resulting from Licensee's use of the Village Streets pursuant to the License. If Licensee satisfies all of its obligations under this Agreement as set forth herein, then the Village shall return the Bond to Licensee within sixty (60) days of the completion of the Licensee Improvements. In the event that the Licensee shall fail to timely perform any of its obligations under the

Licensee or this Agreement, including but not limited to its obligations to restore or repair any actual damage caused by or resulting from its use of the Village Streets hereunder within a commercially reasonable period after the completion of the construction of the Licensee Improvements at its sole cost and expense, and to the standards set forth in Section 6 hereof, then after any applicable notice and cure period as set forth herein, the Village may draw or claim on the Bond in the amount of the reasonable and actual costs and expenses incurred by the Village in performing any obligations that Licensee failed to timely perform, including, but not limited to, the repair or restoration of the damaged Village Streets; provided, however, that should the Village make any draw or claim on the Bond, the Village shall include a written explanation of any such draw or claim and provide evidence supporting any such draw or claim and the Village shall thereafter return the Bond to Licensee within sixty (60) days after the Village's receipt of the amount of any such draw or claim.

4. Applicable Construction and Use Standards. Licensee acknowledges that all of its activities hereunder and its use of the Village Streets hereunder shall be subject to and comply with the provisions of Chapter 55 of the Village Code of Ordinances, and with the applicable regulations of all other governmental agencies having jurisdiction thereof. Without otherwise limiting the generality of the foregoing, Licensee shall minimize all traffic related impacts and lane closures resulting from its use of the License granted hereunder, and shall comply with applicable IDOT requirements in connection therewith.
5. Insurance. Licensee and all of Licensee's contractors and subcontractors shall provide insurance coverage complying with Chapter 55 of the Village Code of Ordinances at all times during this Agreement, which coverage shall name the Village as an additional insured by written endorsement to the policy. A copy of Licensee's certificate of insurance evidencing its compliance with the foregoing requirement is attached hereto and incorporated herein as Exhibit C. All insurance coverage contemplated hereunder shall expressly provide by written endorsement that it cannot be canceled except upon thirty (30) days' prior written notice to the Village Manager. Notwithstanding the foregoing, Village acknowledges that Licensee has adopted a program of self-insurance and that, in satisfaction of Licensee's insurance obligations herein, Licensee may maintain under such program of self-insurance the insurance coverages required by this Agreement. Licensee shall provide Village with notice of any cancellation of its self-insurance program.
6. Licensee Restoration and Village Streets Damage Obligations. Within a commercially reasonable period after any termination of the license created hereunder, whether pursuant to this Agreement or pursuant to Chapter 55 of the Village Code of Ordinances, Licensee shall repair all damage to the Village Streets resulting from its use of the license granted by this Agreement and restore any disturbed areas within the Village Streets resulting therefrom to the condition in which they existed as of the date of this Agreement. All such

removal and restoration work to be performed by Licensee shall at a minimum conform to all applicable Village ordinances and requirements, but the Village specifically retains the right hereunder to approve such work in its sole and absolute discretion. Likewise, Licensee shall be responsible to promptly notify the Village of any damage to Village Streets or Village facilities located therein, and to promptly reimburse the Village for all losses, costs, damages or expenses incurred by the Village to the Village Streets or Village owned improvements or facilities located therein resulting from the activities of Licensee or its contractors. The parties agree that Licensee's obligations to restore and repair Village Streets under this Section 6 and under Sections 2 and 3 hereof shall survive any determination by a court of competent jurisdiction of the invalidity of the Agreement or any part thereof, or any termination of this Agreement or any portion thereof. Notwithstanding any contrary provision of this Section 6 or of Sections 2 and 3 of this Agreement, in the event that the Licensee Improvements shall be completed or this Agreement shall be terminated during the time period beginning on December 1 of a given year and ending on April 30 of the immediately following year, Licensee shall have until May 15 of such immediately following year to complete its repair and restoration obligations under any of Sections 2, 3 or 6 of this Agreement.

7. Ownership of Right of Way and Licensee Facilities. Village shall at all times retain title to, ownership of and control over the Village Streets and to any and all public improvements located therein as presently existing and as hereinafter improved, and to all other improvements of any nature or kind constructed or located by Village within the Village Streets and elsewhere, except that nothing herein shall be construed to deem or designate the Village as the owner of the Licensee Right of Way or the Licensee Improvements, and the Licensee shall at all times retain ownership thereof.
8. Indemnification. Licensee hereby indemnifies, defends and holds harmless the Village and its officers, directors, employees and agents of and from any and all reasonable, actual liabilities, claims, damages, costs, expenses or judgments and any judicial, governmental or regulatory proceedings or any other actions of any nature or kind whatsoever which may arise out of or relate to in any way or which are claimed to arise out of or relate to Village's entry into this Agreement and Licensee's use of the Village Streets as contemplated herein, except to the extent such damages are caused by the Village's negligence or intentional misconduct. In the event the Village is made a party to any such event or proceeding identified herein, Licensee shall indemnify, defend and hold harmless the Village from any such event or proceedings, and such indemnification obligation shall include, but not be limited to the obligations to pay all judgments, comply or bear the cost of the Village's compliance with all orders, injunctions, decrees or other like enforcement provisions directed against the Village and to pay the Village's reasonable costs and expenses of every nature and kind arising therefrom. The obligations of Licensee hereunder shall specifically include but not be limited to the payment of reasonable, actual attorneys' fees for the representation of the Village in such

proceedings together with all reasonable, actual expert witness or consultant fees and expenses, and court costs and fees. It is expressly understood that the Village shall have the right to employ all such attorneys of its own choosing to represent the Village. The Village shall have the right but not the duty to appeal to the courts of appellate jurisdiction any judgment, order, injunction or decree issued against the Village in this respect. Except as set forth above, the parties agree that this indemnification provision shall be liberally construed in favor of the Village and that this Section and that the indemnification and hold harmless agreements contained herein shall survive any determination by a court of competent jurisdiction of the invalidity of the Agreement or any part thereof, or any termination of this Agreement or any portion thereof.

9. Compliance, Permitting, and Approvals. Licensee acknowledges that it shall be solely responsible at its cost and expense to obtain all permits and approvals from governmental agencies and persons or entities not party to this Agreement necessary for Licensee's activities as contemplated hereunder, including but not limited to overweight/overdimension vehicle permits under Chapter 76 of the Village Code of Ordinances, and right of way permits under Chapter 55 of the Village Code of Ordinances.
10. Venue. The parties acknowledge that the sole and exclusive venue for any litigation involving this Agreement shall be in the 12th Judicial Circuit Court, Will County, Illinois.
11. Village Code of Ordinances; Chapter 76 and Department of Public Works Conditions. Licensee acknowledges that the conduct of activities pursuant to the License under this Agreement is subject to the applicable provisions of the Village Code of Ordinances. Without otherwise limiting the generality of the foregoing, Licensee acknowledges and agrees that it is subject to and shall comply with (a) the provisions of Chapter 76 (Loads; Permits) of the Village Code of Ordinances, and that it shall comply therewith and obtain all overdimension and overweight permits required thereby for its contemplated activities pursuant to the License and (b) the additional License conditions required by the Village Department of Public Works, a copy of which is attached hereto and incorporated herein by reference as Exhibit D.
12. Termination. Without otherwise limiting or modifying any other term or provision of this Agreement, the Village may terminate this Agreement upon one hundred twenty (120) days' written notice directed to Licensee at the address hereinafter provided in the event that the Licensee (a) fails to cure any default under this Agreement within sixty (60) days after the issuance by the Village of notice of such default to Licensee, (b) fails to diligently and continuously pursue the cure of any such default to completion, where such default is curable but requires more than sixty (60) days for the completion of the cure thereof, or (c) becomes the subject of a final order that is no longer subject to appeal from any governmental agency having jurisdiction over Licensee.

13. Notices. Any notices required or desire to be sent under this Agreement shall be directed as follows:

If to Village: Village of Romeoville
Attn.: Village Manager/Public Works Director
1050 W. Romeo Road
Romeoville, Illinois 60446
815-886-7200 (Manager) or
815-886-1870 (Public Works Director)

If to Licensee:

COMMONWEALTH EDISON COMPANY
1 Lincoln Center
Oak Brook Terrace, IL 60181
Attention: Director of Real Estate
Telephone: 630-576-7120

14. Entire Agreement. This Agreement sets forth the entire agreement between the parties, any prior negotiations, discussions, understandings or oral agreements are of no further force or effect.

15. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement, the invalidity of such provision shall not affect any of the other provisions of this Agreement and those other provisions shall continue in full force and effect to the extent possible. Neither of the parties shall challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision of it.

[Signature Page to Follow]

IN WITNESS WHEREOF, Licensee and Village have executed this Agreement all as of the date and year first above named.

"LICENSEE"

Commonwealth Edison Company,
an Illinois corporation

BY: _____
Its:

"VILLAGE"

Village of Romeoville, an Illinois Municipal Corporation

BY: _____
John D. Noak, Village President

ATTEST: _____
Olivia Blomberg, Deputy Village Clerk

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a notary public in and for said County and State, certify that _____, personally known to me to be the _____ of Commonwealth Edison Company, and whose name is subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that as such _____, that he signed and delivered said instrument pursuant to his lawful authority, as his free and voluntary act and as the free and voluntary act of the said company for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2021.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, _____, a notary public in and for said County and State, certify that John D. Noak, personally known to me to be the Village President of the Village of Romeoville, Illinois, and Olivia Blomberg, personally known to me to be the Deputy Clerk of said Village, and whose names are subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that as such President and Deputy Clerk of the said Village they signed and delivered the said instrument and caused the corporate seal of the Village to be affixed thereto, pursuant to authority given therefor by the Board of Trustees of said Village, as their free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2021.

Notary Public

EXHIBIT A—Description/Depiction of Licensee Right of Way

(see attached)

EXHIBIT B—Description/Depiction of Village Streets

(see attached)

EXHIBIT C –Licensee Certificate of Insurance

(See attached)

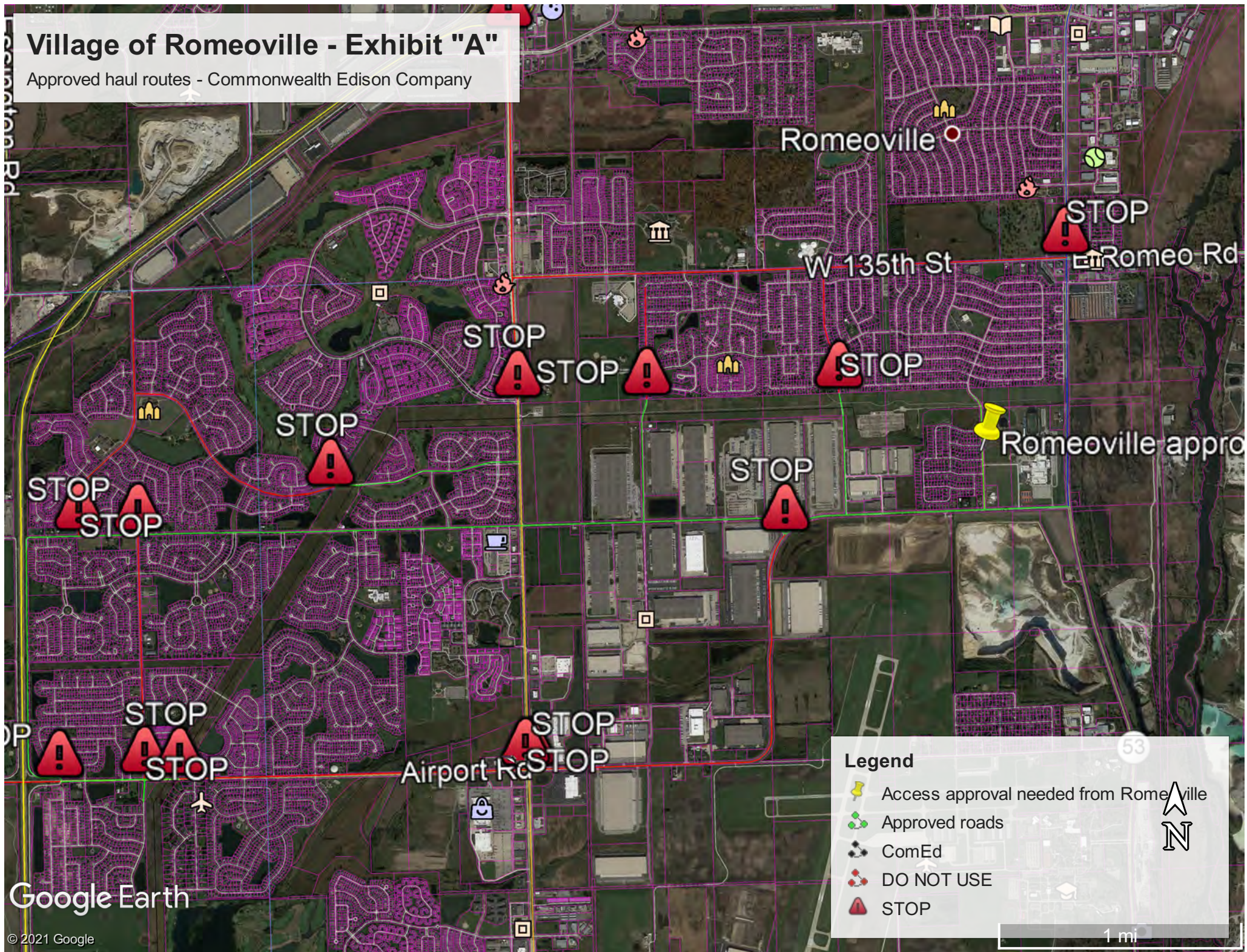
EXHIBIT D –Department of Public Works Conditions

Licensee's activities under the License shall additionally be subject to and in compliance with the following conditions:

- No Village roadway closures will be allowed without written approval from the Village. Any traffic control necessary shall be in accordance with IDOT Standards.
- All excavation and work areas disturbed by the construction shall maintained at all times and be restored to the preexisting condition or better, to the satisfaction of the Village, including all landscaped areas and any turf disturbed by vehicles or equipment.
- Care shall be taken to prevent heaving or otherwise damaging any pavement, multi-use paths, or landscaping (including trees); any pavement or landscaping damaged or otherwise disturbed will be restored as directed by the Village, to the extent as specified by the Village. This may include removal and replacement of pavement and landscaping as deemed necessary by the Village at the contractor's expense.
- Notwithstanding any other contrary provisions of the Agreement or the License, no Licensee vehicles of any type or description shall be operated upon any sidewalk, multi-use path or other paved surface not designed and intended for motor vehicle traffic by the general public.
- Proper matting shall be installed and maintained at all access locations for the duration of the project.
- At any access locations, concrete curb and gutter shall be properly protected from damage using proper curb ramps or other means and materials as approved by the Village.
- Erosion control filter baskets shall be installed and maintained in all roadway storm sewer structures located within -feet downstream from any access location.
- Pre-construction video recording of the project route shall be submitted to the Village Public Works prior to construction and shall include detailed recording of all public roadways and adjacent parkways as identified herein.
- Any street crossings contemplated by the designation of the Village Streets as provided in Exhibit B shall be limited to a maximum of one designated crossing per street, to be submitted to and approved by the Village Department of Public Works prior to any commencement of use thereof, shall be limited to a maximum width of 50 feet, and shall be protected as directed by the Department of Public Works.

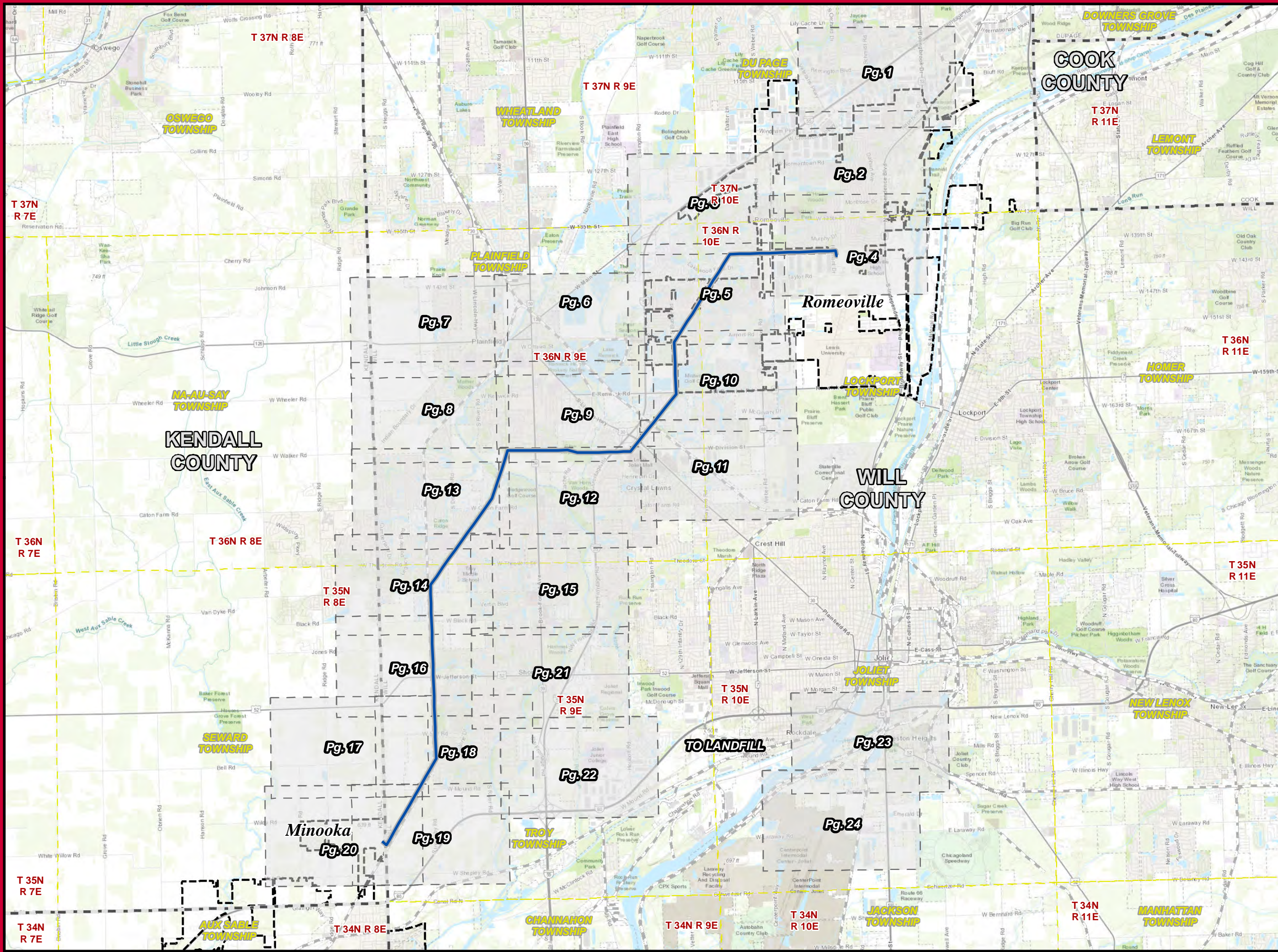
Village of Romeoville - Exhibit "A"

Approved haul routes - Commonwealth Edison Company



Google Earth

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An Exelon Company

L10805

Jackson Generation

Legend

- Centerline
- Map Index
- Municipal Boundary
- Township Boundary
- County Boundary
- Railroad

1 inch = 8,583 feet




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An Exelon Company

L10805



Jackson Generation

Legend

- County Road
- State Route
- Interstate Highway
- Do Not Use
- Structure
- Centerline
- Municipal Boundary
- Township Boundary
- County Boundary

1 inch = 1,065 feet

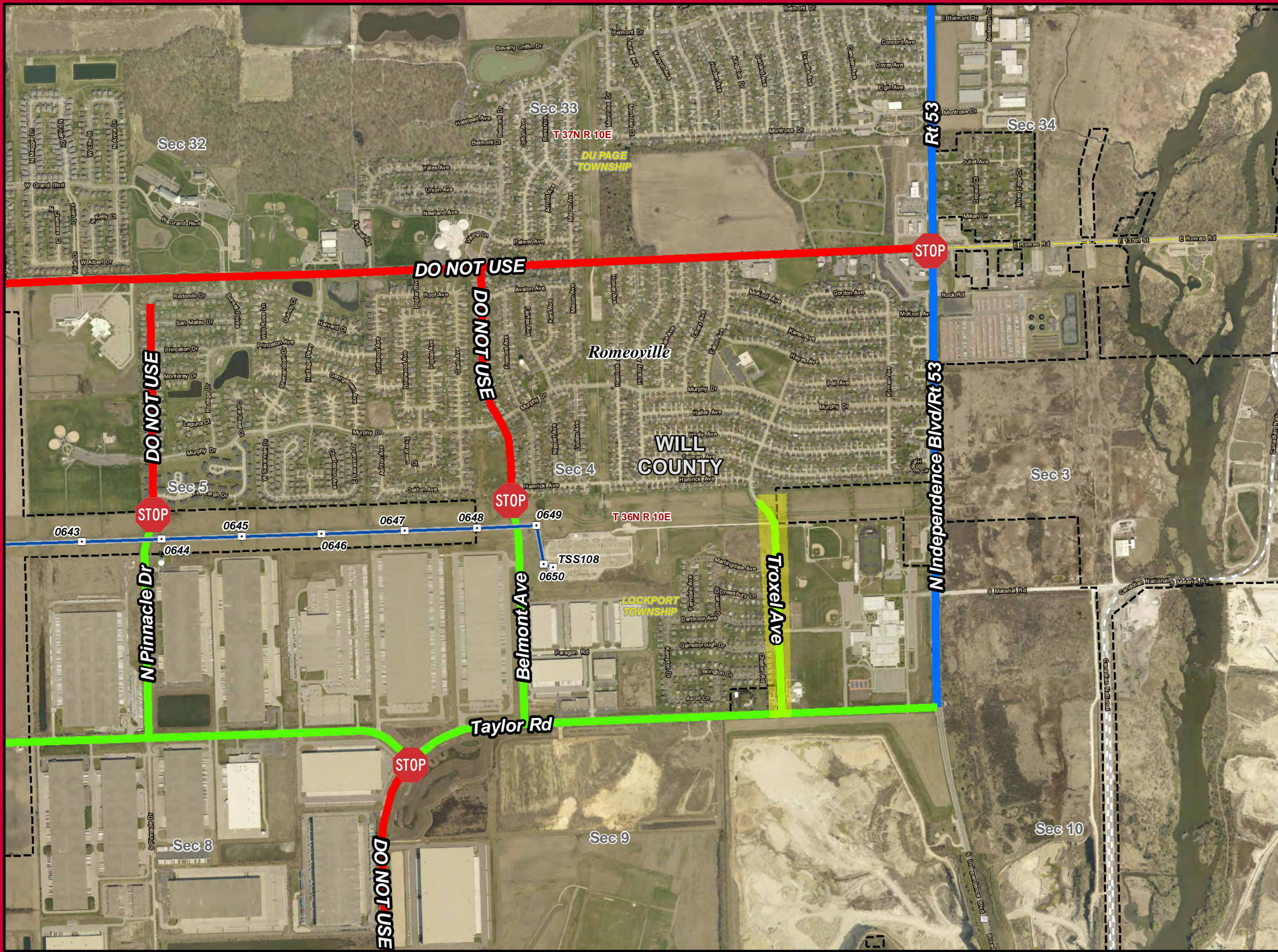
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An Exelon Company

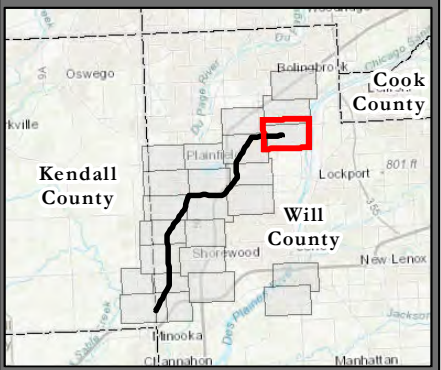

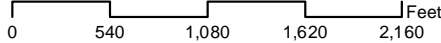
L10805

Jackson Generation

Legend

- Municipal/Township Road
- State Route
- Do Not Use
- Under Review
- Structure
- Centerline
- Municipal Boundary
- Township Boundary
- County Boundary
- Railroad

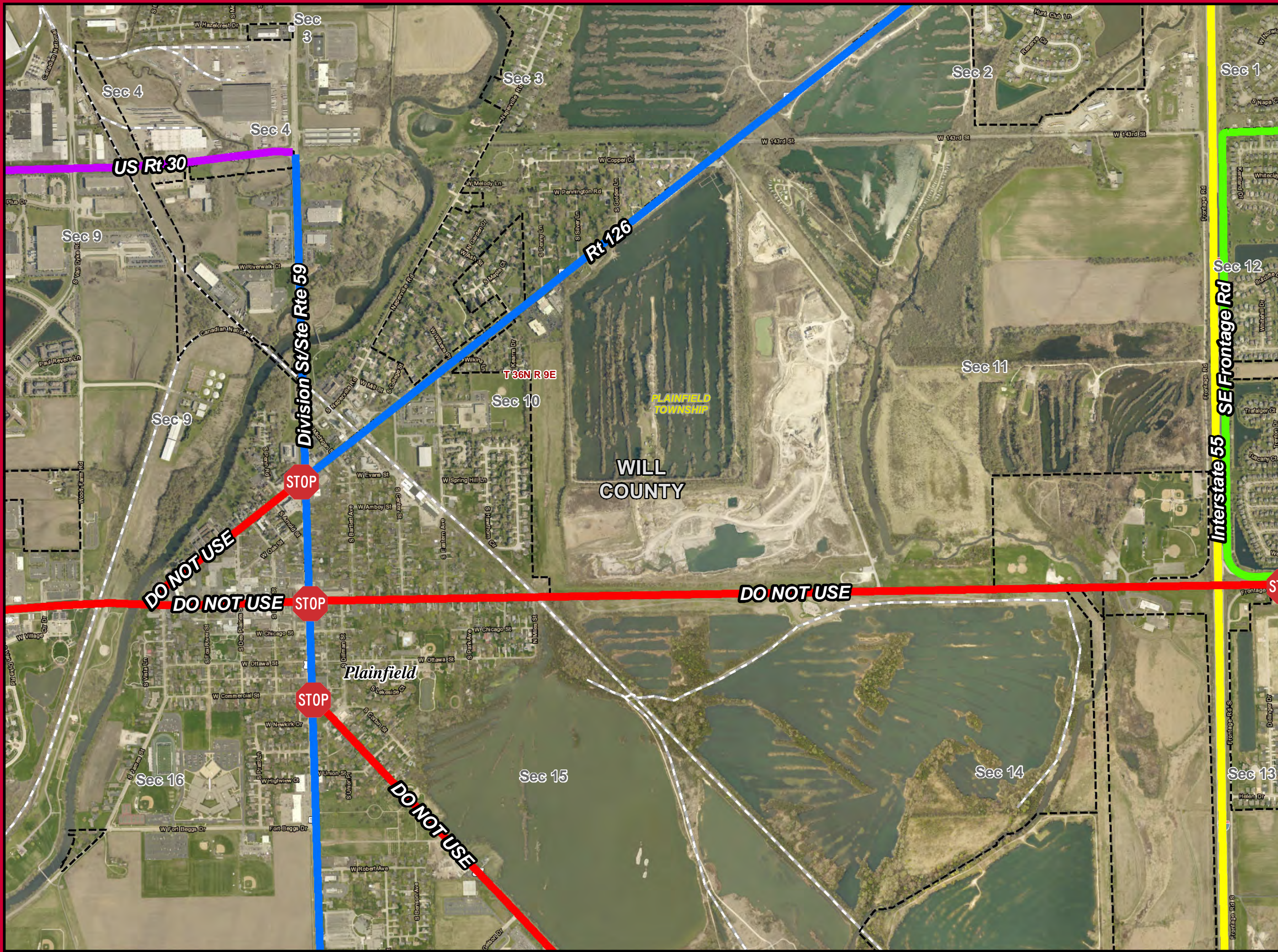
1 inch = 1,065 feet




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An Exelon Company

L10805


Jackson Generation

Legend

- Municipal/Township Road
- State Route
- U.S. Route
- Interstate Highway
- Do Not Use
- Municipal Boundary
- Township Boundary
- County Boundary
- Railroad

1 inch = 1,065 feet

0 540 1,080 1,620 2,160 Feet

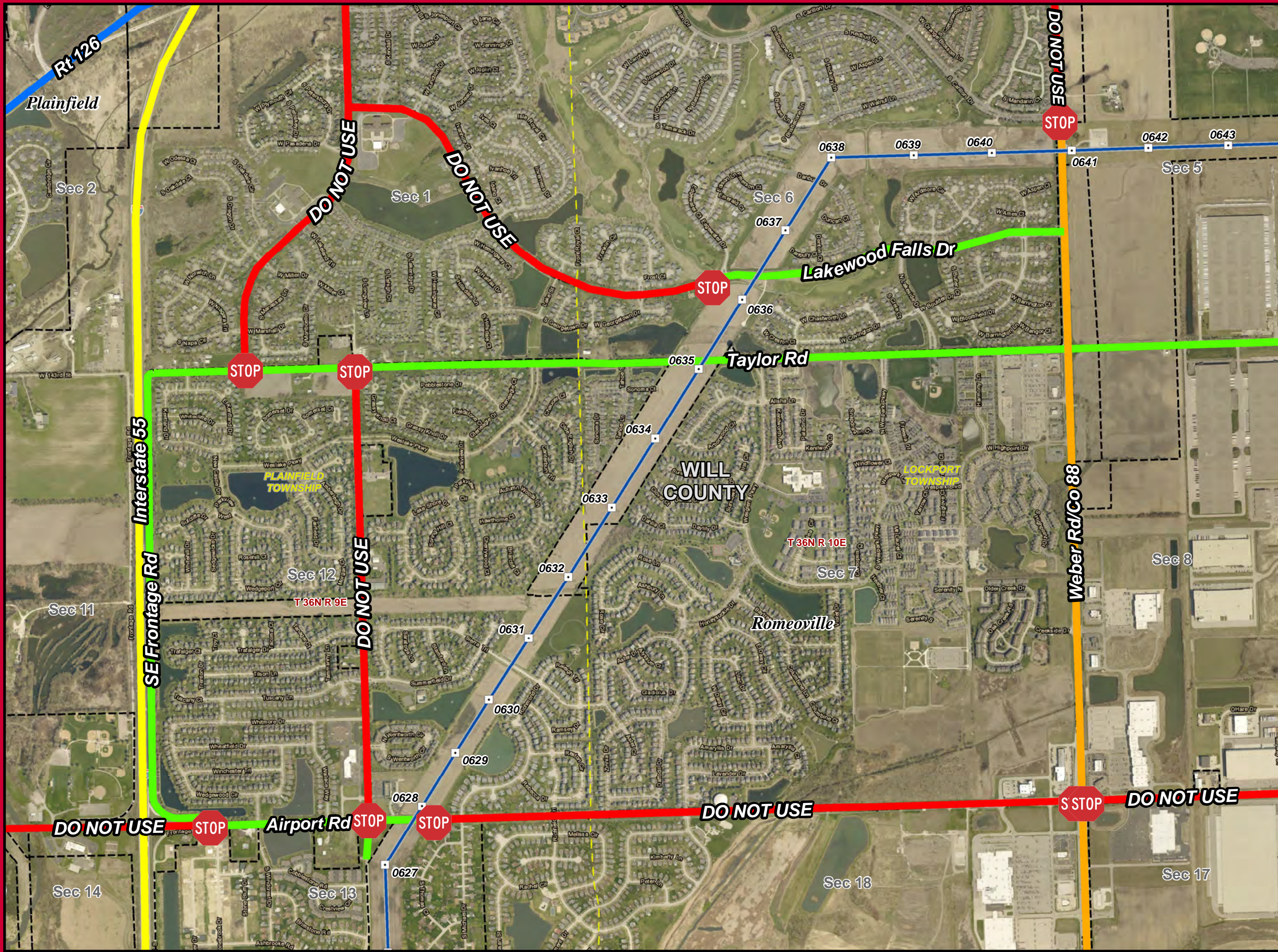



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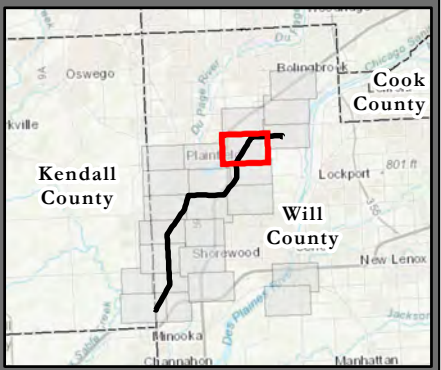
Jackson Generation

Legend

- Municipal/Township Road
- County Road
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- Interstate Highway
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- Structure
- Centerline
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1 inch = 1,065 feet

0 540 1,080 1,620 2,160 Feet



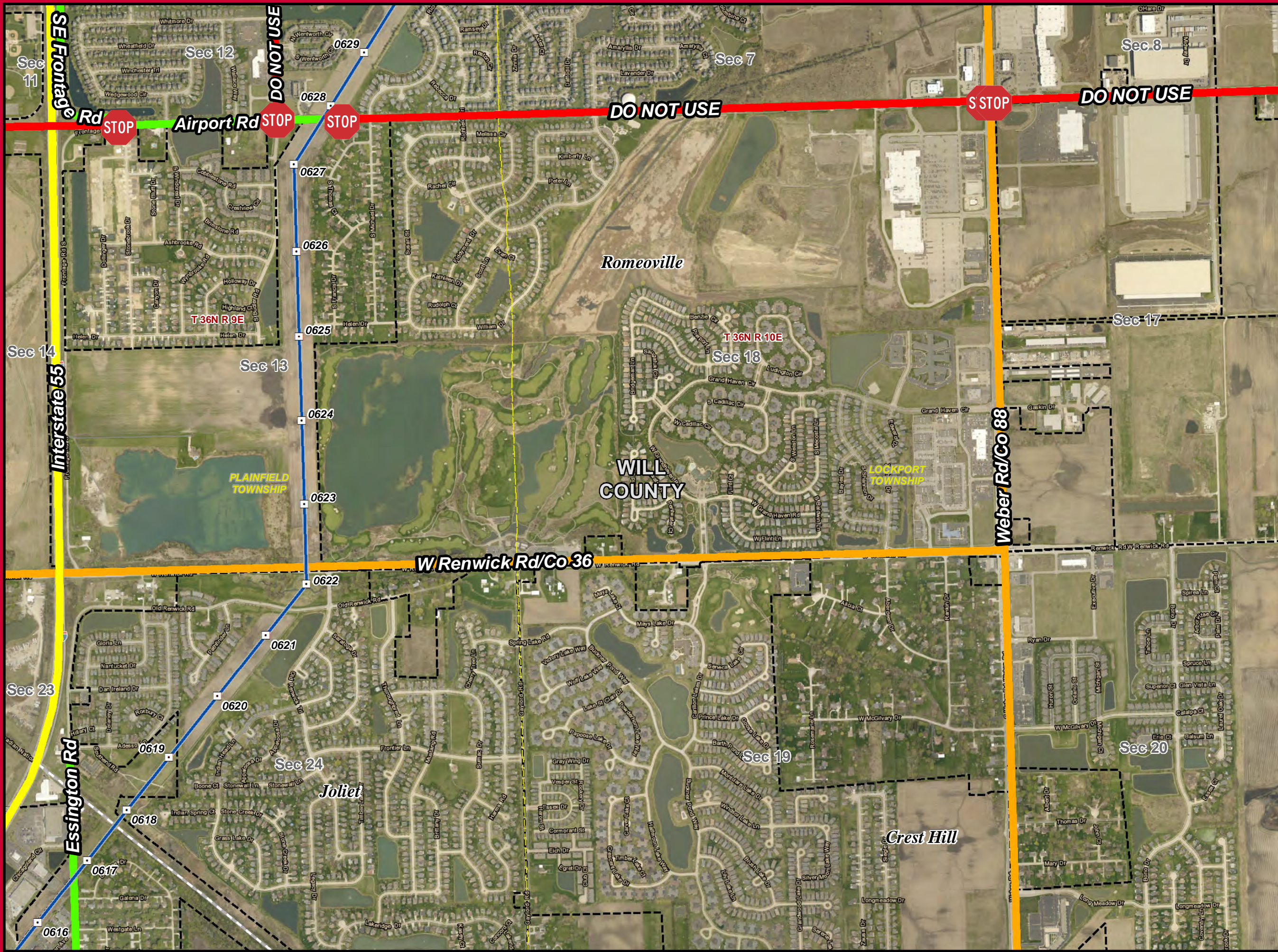
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An Exelon Company

L10805

Jackson Generation

Legend

- Municipal/Township Road
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1 inch = 1,066 feet

0 540 1,080 1,620 2,160 Feet

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Exelon Corporation
BSC Insurance
2301 Market St., S21-1
Philadelphia, PA 19101
Phone: 215-841-4739

April 28, 2021

Village of Romeoville
Attn.: Village Manager/Public Works Director
1050 W. Romeo Road
Romeoville, Illinois 60446

Re: Project L10805, Jackson Generation

Please be advised that Commonwealth Edison Company (ComEd) is covered under a self-insurance program maintained by its parent company, Exelon Corporation, and we will self-insure its obligations as they may arise. Commonwealth Edison Company (ComEd) is thus hereby named as an insured to this program. The self-insurance program is more fully described as follows:

1. **Commercial General Liability** – Exelon Corporation maintains a self-insured retention of \$10 million per occurrence. We also maintain excess liability insurance above this self-insured retention.
2. **Automobile Liability** – Exelon is a qualified self-insurer in the State of Illinois for automobile liability.
3. **Workers' Compensation and Employer's Liability** – Exelon is a qualified self-insurer in the State of Illinois for all statutory benefits and employer's liability.
4. **Property Insurance** – Exelon Corporation maintains excess "all risk" property insurance on a replacement cost basis with a self-insured retention of \$10,000,000.

Exelon Corporation shall consider the above-described program of self-insurance to be continuous and shall provide at least thirty (30) days prior written notice of any cancellation to the addressee of this letter. This letter will also confirm that Village of Romeoville is added as an additional insured under our self insurance program with respect to this agreement.

Should you have any questions, please contact me at (215) 841-4739.

Sincerely,

A handwritten signature in black ink that reads "E. Khan".

Elisa Khan
Senior Risk Analyst, Insurance
Exelon Corporation