



Village of Faith

Village of Lemont

418 Main Street • Lemont, Illinois 60439

VILLAGE BOARD MEETING

JUNE 25, 2012 - 7:00 P.M.

AGENDA

Mayor

Brian K. Reaves

Village Clerk

Charlene M. Smollen

Trustees

Debby Blatzer
Paul Chialdikas
Clifford Miklos
Rick Sniegowski
Ronald Stapleton
Jeanette Virgilio

Administrator

Benjamin P. Wehmeier

Administration

phone (630) 257-1590
fax (630) 243-0958

Building Department

phone (630) 257-1580
fax (630) 257-1598

Planning & Economic Development

phone (630) 257-1595
fax (630) 243-0958

Engineering Department

phone (630) 243-2705
fax (630) 257-1598

Finance Department

phone (630) 257-1550
fax (630) 257-1598

Police Department

14600 127th Street
phone (630) 257-2229
fax (630) 257-5087

Public Works

16680 New Avenue
phone (630) 257-2532
fax (630) 257-3068

www.lemont.il.us

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. CONSENT AGENDA (RC)
 - A. APPROVAL OF MINUTES
 1. JUNE 11, 2012 VILLAGE BOARD MEETING
 - B. APPROVAL OF DISBURSEMENTS
 - C. ORDINANCE AMENDING LEMONT MUNICIPAL CODE CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES (INCREASING NUMBER OF CLASS A-3 LICENSES) (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)
- IV. MAYOR'S REPORT
 - A. PRESENTATION FOR KOPZ N KIDS T-SHIRT DESIGN WINNER
 - B. PROCLAMATION – DR. SANDY DOEBERT (VV)
 - D. AUDIENCE PARTICIPATION
- V. CLERK'S REPORT
 - A. CORRESPONDENCE
 - B. ORDINANCES
 - C. RESOLUTIONS
 1. RESOLUTION ACCEPTING A SANITARY SEWER AND WATER MAIN EASEMENT FROM COMED (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)
- VI. VILLAGE ATTORNEY REPORT
- VII. VILLAGE ADMINISTRATOR REPORT
- VIII. BOARD REPORTS
- IX. STAFF REPORTS
- X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. MOTION FOR EXECUTIVE SESSION (RC)

XIII. ACTION ON CLOSED SESSION ITEMS

XIV. MOTION TO ADJOURN (RC)

MINUTES
VILLAGE BOARD MEETING
June 11, 2012

The regular meeting of the Lemont Village Board was held on Monday, June 11, 2012, at 7:00 p.m., President Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio: present. Blatzer absent.

III. CONSENT AGENDA

Motion by Miklos, seconded by Stapleton, to approve the following items on the consent agenda by omnibus vote:

A. Approval of Minutes

1. May 14, 2012 Village Board Meeting.

B. Approval of Disbursements

C. Ordinance O-42-12 Establishing Prevailing Rate of Wages for Public Works Construction Projects for the Village of Lemont, Cook, Will and DuPage Counties, IL

Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 5 ayes. Motion passed. Blatzer absent.

IV. MAYOR'S REPORT

A. Presentation of Charity Checks – Mayor's Drive for Charity.

B. Proclamation – Heroin Use. Motion by Chialdikas, seconded by Miklos to approve said proclamation. VV 5 ayes. Motion passed. Blatzer absent.

C. AUDIENCE PARTICIPATION

V. CLERK'S REPORT

A. Correspondence

1. June 2012-May 2013 Village Board Meeting Calendar. Motion by Chialdikas, seconded by Sniegowski to approve calendar. VV 5 ayes. Motion passed. Blatzer absent.
2. Attended the International Institute of Municipal Clerks Conference from May 12-25th.
3. Attended the SW Municipal Clerks Association Meeting on June 7th in Oak Lawn.

B. Ordinances

1. **Ordinance O-43-12** Granting a Variation to allow an Internally Illuminated Monument Sign at 15900 W. 127th Street in Lemont, IL (Advocate Sign). Motion by Stapleton, seconded by Miklos, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 5 ayes. Motion passed. Blatzer absent.
2. **Ordinance O-44-12** Granting Variations to Allow an Internally Illuminated Monument Sign and Electronic Message Center at 12725 Bell Road in Lemont, IL

(First Church of the Nazarene).

Motion by Miklos, seconded by Chialdikas, to adopt said ordinance.

Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 5 ayes. Motion passed.
Blatzer absent.

3. **Ordinance O-45-12** Ordinance Setting Purchase Price for Real Estate. (Parcel OH 60001). Motion by Chialdikas, seconded by Sniegowski, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 5 ayes. Motion passed. Blatzer absent.
4. **Ordinance O-46-12** Authorizing the Acquisition of Certain Real Property Known as 10985 Archer Avenue. Motion by Chialdikas, seconded by Miklos, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 5 ayes. Motion passed.

C. Resolutions

1. **Resolution R-32-12** Authorizing Award of Contract for the Building Demolition Project (10900 Archer Avenue & 10997 Archer Avenue). Motion by Chialdikas, seconded by Sniegowski, to adopt said resolution. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 5 ayes. Motion passed. Blatzer absent.
2. **Resolution R-33-12.** Authorizing Award of Contract for the McCarthy Road Water Main Replacement Project. Motion by Miklos, seconded by Chialdikas, to adopt said resolution. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 5 ayes. Motion passed. Blatzer absent.
3. **Resolution R-34-12** Approving 2012 MFT Resurfacing & Pavement Striping Program Street Resurfacing. Motion by Chialdikas, seconded by Miklos, to adopt said resolution. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 5 ayes. Motion passed. Blatzer absent.
4. **Resolution R-35-12** Adopting Active Transportation Plan. Motion by Stapleton, seconded by Chialdikas, to adopt said resolution. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 5 ayes. Motion passed. Blatzer absent.
5. **Resolution R-36-12** Establishing Review of Liquor Hearings on the Record to be Adopted by the Board of Trustees. Motion by Stapleton, seconded by Virgilio, to adopt said resolution. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 5 ayes. Motion passed. Blatzer absent.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

IX. STAFF REPORTS

Public Works – Mosquito abatement program is underway. They hope for two more applications before the 4th of July.

**Police Dept. – Raised \$54,000 in the Cops on Top fundraiser.
Car burglaries are up in the summer.**

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

- 1. Trustee Sniegowski complimented Public Works for their work along with Novotny engineering.**

XII. EXECUTIVE SESSION

Motion by Stapleton, seconded by Chialdikas, to move into Executive Session(s) for the purpose of discussing Personnel and Setting the Price of Real Estate. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 5 ayes. Motion passed. Blatzer absent.

XIII. ACTION ON CLOSED SESSION ITEMS

There being no further business, a motion was made by Stapleton, seconded by Miklos, to adjourn the meeting at 8:40 p.m. Voice vote: 5 ayes. Motion passed. Blatzer absent.

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 1ST AYD CORPORATION 533531		10-15-60900	CLNR, SOAP, WASH	205.21	205.21
01 NITE LITE SIGNS & BALLOONS, IN 41763 41795		10-20-60701 10-53-58000	1/2 KOPS-N-KIDZ HF KID'S ACTIVITI	2742.50 742.50 2000.00	
01 AMALGAMATED BANK OF CHICAGO 12-06-25A 12-06-25B 12-06-25C		14-00-82520 14-00-82620 14-00-82600		156640.19 24418.75 80608.62 51612.82	
01 A-CREATIONS 15151		10-20-60701	KNK T SHIRTS	1380.00	1380.00
01 ACCURINT 20120531		10-20-60110	SEARCHES	80.00	80.00
01 AVAYA FINANCIAL SERVICES 21551020		10-20-70100	PHONE SYSTEM LEAS	835.97	835.97
01 AIRGAS USA, LLC 9006178489		10-17-61100	PARTS	18.37	18.37
01 AMOONJUMP4U INC 12707		10-53-58000	HF KID'S ACTIVITI	1500.00	1500.00
01 ARTHUR PETERSON INC 12-05-31 12-05-31 12-05-31		10-15-60900 10-35-61015 10-35-61010	SUPPLIES KEYS VALVE	199.15 118.20 5.98 74.97	
01 ASHLAND INC 95935620		10-17-61100	PARTS	245.35	245.35
01 AT&T 630257247405		72-00-57000	PG INTERNET	123.76	123.76
01 AVALON PETROLEUM COMPANY 013153 449079 452655		10-17-61500 10-17-61500 10-17-61500	950 GALS DSL 1000 GALS 1200 GALS UNL	11125.75 3314.55 3430.00 4381.20	
01 BOYLE ENTERPRISES INC 120160		10-00-28200	R - 509 FOURTH ST	1000.00	1000.00
01 CALL ONE 12-06-15		10-90-53900	LONG DISTANCE	874.41	874.41
01 CANAL CORRIDOR ASSOCIATION 10-219		10-30-52100	AWARDS LUNCHEON	125.00	125.00
01 COMCAST CABLE 12-06-9805		80-00-70100	VH CABLE/INTERNET	228.02	228.02
01 CLOSED CIRCUIT INNOVATIONS 5013 5013 5013		80-00-70100 72-00-57000 75-00-57000	VH CAMERAS PG CAMERAS ML CAMERAS	730.00 205.00 200.00 325.00	
01 CCP INDUSTRIES INC IN00909035		10-15-60900	CLEANING SUPPLIES	68.76	68.76
01 CINTAS DOCUMENT MANAGEMENT				62.57	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	DD25149798	10-10-60100	SHREDDING	62.57	
01 CDW GOVERNMENT LLC	L920116	80-00-70100	COMPUTER & MONITO	3258.75	3258.75
01 COMED				66.29	
	12-06-2063	10-15-53000	K A STEEL PATH	25.81	
	12-06-3016	10-15-53000	HOUSTON 1 N SCHUL	16.90	
	12/06-0229	10-15-53000	ATHEN KNOLL SUBD	23.58	
01 COURTNEY'S SAFETY LANE				479.00	
	052197	10-17-57000	SAFETY INSP	111.50	
	052209	10-17-57000	SAFETY INSP	32.00	
	052220	10-17-57000	SAFETY INSP	160.00	
	052229	10-17-57000	SAFETY INSP	143.50	
	052237	10-17-57000	SAFETY INSP	32.00	
01 COPENHAVER CONSTRUCTION	11372-2F	10-00-28500	SMITH FARMS	6953.70	6953.70
01 CHICAGO PARTS SOUND, LLC	455873	10-17-61100	PARTS	57.33	57.33
01 CHIEF SUPPLY CORPORATION				558.62	
	490997	10-20-61200	SUPPLIES	76.66	
	491978	10-20-61400	BOYER	93.89	
	492423	10-20-61400	BOYER	92.05	
	492680	10-20-61200	VEST	137.99	
	493263	10-20-61200	GUIDEBOOKS	36.00	
	493889	10-20-61400	BOYER	116.66	
	495013	10-20-61200	WIPES	5.37	
01 CHICAGO TITLE INSURANCE COMPAN	008815843	45-20-517300	LEMONT PETROLEUM	314.00	314.00
01 CIRCLE TRACTOR				338.31	
	230922	10-17-61100	PARTS	182.70	
	231046	10-17-61100	PARTS	90.86	
	231261	10-17-61100	PARTS	64.75	
01 DUPAGE MAYORS AND MANAGERS CON	7101	10-05-52200	12-13 DEBT SERVIC	799.41	799.41
01 DUSTCATCHERS, INC.				136.63	
	41031	10-35-57515	CARPETS	61.90	
	41033	10-35-57500	FLOOR MATS	74.73	
01 ELECTRONIC ACCESS SYSTEMS INC	3505	10-35-57515	GATE SERVICE	565.00	565.00
01 ENVIRO-TEST INC.	12-128995	22-05-56700	5/8, 5/22 SAMPLES	200.00	200.00
01 ELITE TRANSMISSION	7809	10-17-57000	PARTS	1902.00	1902.00
01 EXELON ENERGY INC				875.57	
	100368000320	22-10-54150	OAK TREE LN	188.08	
	201410600040	10-15-53000	55 STEPHEN ST	130.98	
	201410700040	10-15-53000	0 N NEW AVE, 101	249.11	
	201410800040	10-15-53000	47 STEPHEN ST	27.72	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	201410900040	10-15-53000	44 STEPHEN ST	47.33	
	201411000030	10-15-53000	ED BOSSERT DR	21.67	
	201411400040	10-15-53000	411 SINGER	210.68	
01 FIRST PERSONAL BANK 12-06-05		45-20-517300	PARCEL 60001	4200.00	4200.00
01 WRIGHT EXPRESS FSC 29563617		10-17-61500	MAY 2012 PURCHASE	353.46	353.46
01 FLEET SAFETY SUPPLY 55495		10-17-61100	PARTS	276.84	276.84
01 GAC ENTERTAINMENT 962516(2)		10-53-58001	D J	360.00	360.00
01 GOVERNMENT FINANCE OFFICERS 12-05-16	AS	10-10-52200	05/01/12-04/30/13	190.00	190.00
01 GLIDDEN CO				389.40	
	0487-102145	22-05-60850	HYDRANT PAINT	323.80	
	0487-102311	40-00-60900	YELLOW PAINT	65.60	
01 GLOBALCOM INC 11463481		10-90-53900	LONG DISTANCE	2105.73	2105.73
01 GT MECHANICAL INC 1200012567		10-35-57515	MAINT AGREE 1 OF	3370.00	3370.00
01 GUARANTEED TECH SERV & CONSULT 2010383		80-00-70100	IT SUPPORT	2435.00	2435.00
01 HAYNES ELECTRIC, INC. 120008		10-00-28200	R-ARTCO MARINE	1000.00	1000.00
01 HOMER INDUSTRIES LLC 547236		10-15-60900	MULCH	220.00	220.00
01 INTERNATIONAL ENERGY CONSERVAT 6-4-2012(2)		10-25-56400	COURTYARDS/BRIARC	625.00	625.00
01 IMAGEICON LLC 30137		10-30-56450	MARKETING PHOTOS	225.00	225.00
01 INKWELL LTD				239.38	
	58085	10-15-60100	VARIOUS ITEMS	140.05	
	58120	10-15-60100	ITEM RETURNED	6.70	
	58144	10-20-60100	VARIOUS ITEMS	56.56	
	58170	10-20-60100	NOTES, ENVS	49.47	
01 JB BUILDING GROUP, LLC 110561		10-00-28200	R - 8 TIMBERLINE	1000.00	1000.00
01 JCM UNIFORMS				446.20	
	667356	10-20-61400	BOGDAN	154.00	
	667678	10-20-61400	G PADALIK	142.80	
	668138	10-20-61400	SMITH	149.40	
01 JOHNSON DEPP & QUISENBERRY INC 12-05-31		10-61-56600	OAN	4251.92	4251.92
01 JPMORGAN CHASE BANK, N.A. 12-06-12		10-20-52300	SUBPOENA	33.89	33.89
01 KAVE INC 12-06-15		10-53-60110	SPRAYING, ETC	518.19	518.19

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 KENIG, LINDGREN, OHARA, ABOONA	18727	80-00-590400	PEDESTRIAN CROSSI	6500.00	6500.00
01 HEATHER KNIES	12-05-23	10-53-68010	COMMISSION	24.50	24.50
01 LIQUID ENGINEERING CORPORATION	1396	10-20-57000	33 CAR WASHES	132.00	132.00
01 LUBE MASTER/SOFTWAY CAR WASH	12-02-07	10-20-57000	DETAILING #39	120.00	60.00
	12-02-08	10-20-57000	DETAILING # 27		60.00
01 LUDWIG'S INC	12-05-18	10-20-60600	CANIDAE	63.97	23.99
	12-05-21	10-15-52100	Hot Dog Day propa		39.98
01 MAILFINANCE	N3342570	22-05-70100	7/13-10/12/12 LEA	1206.00	1206.00
01 MACK INDUSTRIES	080820A	10-00-28200	R-12445 THORNBERR	1000.00	1000.00
01 E. T. MANSELL CONSTRUCTION	110027	10-00-28200	R-19 RUFFLED FTHR	1000.00	1000.00
01 MENARD'S	7924	22-05-60950	WELL #3 LIGHTS	275.96	275.96
01 MIKLOS, CLIFFORD	12-06-14	10-05-52100	ICSC CONFERENCE	1124.86	1124.86
01 MORRIS ENGINEERING INC	12-03003	80-00-590400	TOPO SURVEY	2200.00	2200.00
01 MARATHON SPORTSWEAR	129336	10-53-58001	VOLUNTEER TEES	90.00	90.00
01 MUNICIPAL CLERKS OF ILLINOIS	12-06-15	10-05-52100	7/19-7/21 SEMINAR	105.00	105.00
01 NAPA AUTO PARTS	69957	10-17-61100	PARTS SUBSCRIPTIO	149.00	149.00
01 NORTH EAST MULTI-REGIONAL TRAI	157309	10-20-52100	WEINERT, ANDERSON	50.00	50.00
01 NICOR GAS	12-06-1000 5	22-10-54150	CHESTNUT CROSSING	151.99	25.00
	12-06-2000 4	22-05-54400	WELL #4		27.72
	12-06-2000 6	22-10-54150	OAK TREE LN		24.62
	12-06-2000 8	22-10-54150	KEEPATAW TRAILS		24.15
	12-06-4722 3	22-10-54150	EAGLE RIDGE		26.34
	12/06-2000 8	22-10-54150	HARPERS GROVE		24.16
01 OFFICEMAX INCORPORATED	212655	13-00-70700	MOVING SUPPLIES	668.10	106.76
	213389	13-00-70700	MOVING SUPPLIES		381.51
	213421	13-00-70700	MOVING SUPPLIES		42.39
	330919	13-00-70700	MOVING SUPPLIES		137.44
01 OCCUPATIONAL HEALTH CENTERS	1006798830	10-90-56600	EE PX	100.00	100.00

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 PARKREATION	3894	80-00-590400	BIKE RACKS	913.61	913.61
01 MONA PARRY	12-05-23	10-53-68010	COMMISSION	8.40	8.40
01 PINNER ELECTRIC INCORP	22227	40-00-60900	TRAFFIC SIGNALS	400.00	400.00
01 PORTABLE JOHN INC	A-178358	10-53-60110	TOILETS	282.24	188.16
	A-178530	10-53-58500	FARMER'S MARKET		94.08
01 MARGARET POPLAWSKI	12-05-23	10-53-68010	TEACHING	70.00	70.00
01 PROMOS 911, INC.	3063	10-20-60701	TOY POLICE CARS	738.00	738.00
01 QUILL CORPORATION	003005863	10-10-60100	VARIOUS ITEMS	386.21	303.20
	2995927	10-10-60100	POSTCARDS		73.47
	3519596	10-05-60100	MICRO CASSETTES		9.54
01 REED'S AUTOMOTIVE ENTERPRISES	5221201	10-20-57000	R/R DOOR-FORD F15	49.00	49.00
01 RAGS ELECTRIC	4827-84	40-00-60900	LIGHT MAINT-BRIDG	3727.72	1000.00
	8075	40-00-60900	R/R S.V. LIGHT PO		1885.16
	8106	10-15-57400	LIGHTS-GLENS OF C		842.56
01 RAINBOW PRINTING	408965	22-05-52450	WATER QUAL REPORT	6899.30	1985.95
	408967	22-05-60100	#10 ENVELOPES		89.95
	408974	10-25-52450	INSPECTION ENVS		1668.75
	408981	10-10-52450	JUN 12 NEWSLETTER		2855.95
	408986	10-20-52500	NOTICES		298.70
01 ROD BAKER FORD	C17157	10-17-57000	#081	992.62	992.62
01 SAFETY KLEEN	57960988	10-17-57000	PARTS WASHER SVC	192.45	192.45
01 SOUTHWEST CONFERENCE OF MAYORS	12-06-11	10-05-52200	7/1/12-6/30/13 DU	5000.00	5000.00
01 STEINER ELECTRIC CO	S003980754.001	10-35-57515	PM AGREEMENT	1688.74	1688.74
01 STANDARD EQUIPMENT CO	C74602	10-17-61100	PARTS	57.98	57.98
01 SIMON, ANNETTE	12-06-11	75-00-20005	0486, 0286 REFUND	97.00	97.00
01 SUBURBAN LIFE PUBLICATIONS	569122	10-10-52450	COMM CORNER	1442.96	320.00
	569192	10-30-52400	PZC CASE 12-12		304.96
	571853	10-10-52450	COMM CORNER		320.00
	573571	10-10-52450	COMM CORNER		320.00

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	573573	10-53-58500	FARMER'S MKT AD	178.00	
01 SUSSEX MANAGEMENT ASSOCIATES	12-06-06	10-20-52100	REPORT WRITING	1054.00	1054.00
01 SECRETARY OF STATE	8301901	10-20-57000	LICENSE PLATES	99.00	99.00
01 SOSIN & ARNOLD, LTD.	75470	10-90-56420	5/8, 5/27 HEARING	2000.00	2000.00
01 SOUTH SUBURBAN EMERG RESPONSE	12-127	10-20-52200	2012-2013 DUES	1000.00	1000.00
01 SUNSOURCE	3697198-00	10-17-61100	PARTS	568.13	568.13
01 TOSHIBA FINANCIAL SERVICES	57303458	10-15-57000	2830C LEASE	1137.65	343.10
	57350513	10-20-70200	2830C, 3500 COPIE		794.55
01 TASC - CLIENT INVOICES	3200108532	10-90-56500	FMLA ADMIN	592.20	592.20
01 TOSHIBA FINANCIAL SERVICES	205387129	10-20-70200	3500C COPIER	291.20	291.20
01 TEE JAY SERVICE CO	105309	10-35-57515	DOOR SWITCH	491.00	491.00
01 TRESSLER, LLP	305842/3/4	10-90-56410		11444.53	6781.00
	305842/3/4	33-00-56600	GATEWAY ACQUISITI		1957.53
	305842/3/4	45-20-517300	MCCARTHY ROAD		2706.00
01 UNIFIRST CORPORATION	061 0698458	10-17-57000	SHOP TOWEL SVC	44.88	44.88
01 VERIZON WIRELESS	2752312833	10-90-53900	PD/PW CELL PHONES	406.32	406.32
01 WENTWORTH TIRE SERVICE INC	414204	10-17-61100	TIRES	1652.16	1652.16
01 JANICE YUVAN AICP	3F	80-00-590400	CONSULTING	6000.00	6000.00
** TOTAL CHECKS TO BE ISSUED				281618.31	

FUND	AMOUNT
GENERAL FUND	84873.86
VILLAGE HALL IMPROVEMENTS	668.10
GENERAL DEBT SERVICE	156640.19
WATER & SEWER FUND	4421.73
GATEWAY PROPERTY ACQUISITION	1957.53
MOTOR FUEL TAX	3350.76
ROAD IMPROVEMENT FUND	7220.00
PARKING GARAGE FUND	323.76
PARKING LOT FUND	422.00
GENERAL CAPITAL IMPROVEMENTS	21740.38
*** GRAND TOTAL ***	281618.31

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO REG NO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 UNITED STATES POSTAL SERVICE 482	12-06-14	06/14/12 10-10-52550	67672 POSTAGE	1252.80	1252.80

** TOTAL MANUAL CHECKS REGISTERED 1252.80

REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	281618.31	1252.80	282871.11
TOTAL CASH	281618.31	1252.80	282871.11

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
10	84873.86	1252.80	86126.66
13	668.10	.00	668.10
14	156640.19	.00	156640.19
22	4421.73	.00	4421.73
33	1957.53	.00	1957.53
40	3350.76	.00	3350.76
45	7220.00	.00	7220.00
72	323.76	.00	323.76
75	422.00	.00	422.00
80	21740.38	.00	21740.38
TOTAL DISTR	281618.31	1252.80	282871.11

SYS DATE:06/12/12

VILLAGE OF LEMONT

SYS TIME:13:14

A / P W A R R A N T L I S T [NW1]

REGISTER # 434

DATE: 06/25/12

Monday June 25, 2012

PAGE 1

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
10 NATIONAL LAW ENFORCEMENT OFFIC	12-05-31	10-00-28020	MUSEUM DONATION	100.00	100.00
** TOTAL CHECKS TO BE ISSUED				100.00	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
92 DANIEL ALBRECHT	12-04-20	92-00-52100	SPRINGFIELD TRIP	96.00	96.00
92 AT&T	630299282105	92-00-56650	4/17-5/16 SVCS	362.78	362.78
92 CANON FINANCIAL SERVICES INC	11786488	92-00-56650	COPIER CONTR/USAG	65.50	65.50
92 CITY OF WARRENVILLE	2012086	92-00-51100	C BECKET	13176.00	13176.00
92 FLOUDAS AUTOMOTIVE	29682	92-00-60100	OIL CHANGE	52.90	52.90
92 BATTLE/GREATER METROPOLITAN AU	12-06-11	92-00-52100	CROWNE PLAZA	6018.18	392.00
	12-06-11	92-00-56650	TRAINING		495.00
	12-06-11	92-00-52100	HILTON		549.45
	12-06-11	92-00-60100	SHELL FUEL		180.03
	12-06-11	92-00-56650	ISS-5/28-6/1		880.34
	12-06-11	92-00-56650	ISS-6/4-6/8		880.34
	12-06-11	92-00-56650	ISS-6/11-6/15		880.34
	12-06-11	92-00-56650	ISS-6/18-6/22		880.34
	12-06-11	92-00-56650	ISS-6/25-6/29		880.34
92 OFFICE DEPOT	1473703709	92-00-60100	KEYBOARD/MOUSE	41.99	41.99
92 QUILL CORPORATION	3148009	92-00-60100	COFFEE	179.35	90.88
	3411194	92-00-60100	BATTERIES, POUCHE		88.47
92 SPRINT	288790514-124	92-00-56650	4/24-5/23 SVC	558.69	558.69
92 MICHAEL TURMANN	12-04-20	92-00-52100	SPRINGFIELD	96.00	96.00
92 VERIZON WIRELESS	2742640114	92-00-56650	4/13-5/12 SVC	83.51	83.51
** TOTAL CHECKS TO BE ISSUED				20730.90	

FUND	AMOUNT
GMAT AGENCY FUND	20730.90
*** GRAND TOTAL ***	20730.90

SYS DATE:06/19/12

VILLAGE OF LEMONT

SYS TIME:11:48

A / P W A R R A N T L I S T

[NW1]

REGISTER # 437

DATE: 06/22/12

Friday June 22,2012

PAGE 1

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
92 CARSMART	022845	92-05-60100	WINDOW TINTING	225.00	225.00
92 DIRECT TV	17798663044	92-05-56650	5/14-6/13 SVC	80.22	80.22
92 BESSIE HATCHER	12-05-29	92-05-56650	CLEANING	187.50	62.50
	12-06-05	92-05-56650	CLEANING		62.50
	12-06-12	92-05-56650	CLEANING		62.50
92 LOCIS	33425	92-05-60100	CHECK STOCK	1380.50	690.25
	33428	92-05-60100	CHECK STOCK		690.25
92 RADCO COMMUNICATIONS	77805	92-05-60100	INSTALL SIREN, LI	2665.48	989.10
	77838	92-05-60100	INSTALL SIREN, LI		1676.38
** TOTAL CHECKS TO BE ISSUED				4538.70	

SYS DATE:06/19/12

VILLAGE OF LEMONT

SYS TIME:11:48

A / P W A R R A N T L I S T

[NW1]

REGISTER # 437

DATE: 06/22/12

Friday June 22,2012

PAGE 2

FUND	AMOUNT
GMAT AGENCY FUND	4538.70
*** GRAND TOTAL ***	4538.70

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
92 CARSMART				485.00	
	022799	92-00-60100	WINDOW TINTING	225.00	
	022800	92-00-60100	WINDOW TINTING	260.00	
92 FRY'S ELECTRONICS				299.96	
	5770206	92-00-60100	2 GARMINS	299.96	
92 BATTLE/GREATER METROPOLITAN AU				100.00	
	12-05-23(P)	92-00-51100	RED LIGHT VIOLATI	100.00	
92 BESSIE HATCHER				125.00	
	12-05-15	92-00-56650	CLEANING	62.50	
	12-05-22	92-00-56650	CLEANING	62.50	
92 TWO MEN AND A TRUCK				331.50	
	24497	92-00-51100	MOVE EM OFFICE	331.50	
** TOTAL CHECKS TO BE ISSUED				1341.46	

FUND	AMOUNT
GMAT AGENCY FUND	1341.46
*** GRAND TOTAL ***	1341.46

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT DESCRIPTION	DIST
92 DUPAGE COUNTY STATE'S ATTORNEY	12-05-23	92-00-51100		21240.00 DUFFY, VEGA	21240.00
92 DUPAGE AIRPORT	58801	92-00-56650		1156.63 UNIT #12, #13	1156.63
92 WRIGHT EXPRESS FSC	29385948	92-00-60100		1005.89 FUEL	406.22
	29491809	92-00-60100		FUEL	599.67
92 BATTLE/GREATER METROPOLITAN AU	12-05-23	92-00-52100		4731.30 ZABA TRAVEL NY	329.60
	12-05-23	92-00-51100		ISS - 4/23-4/27	880.34
	12-05-23	92-00-51100		ISS - 4/30-5/4	880.34
	12-05-23	92-00-51100		ISS - 5/7-5/11	880.34
	12-05-23	92-00-51100		ISS - 5/14-5/18	880.34
	12-05-23	92-00-51100		ISS - 5/21-5/25	880.34
92 ICE MOUNTAIN	02E0119236503	92-00-60100		54.91 WATER DELY	54.91
92 IL DEPT OF CENTRAL MANAGEMENT	T1234536	92-00-56650		500.29 COMM CHGS	263.47
	T1238562	92-00-56650		COMM CHGS	4.22
	T1238963	92-00-56650		COMM CHGS	232.60
92 ILLINOIS TOLLWAY	G11400569	92-00-60100		177.30 TOLLS	177.30
92 KANE COUNTY STATE'S ATTORNEY'S	12-05-23	92-00-51100		2836.38 APR 12 SAL	2836.38
92 MERCHANTS AUTOMOTIVE GROUP	544890	92-00-56650		1914.00 VEHICLE LEASES	1914.00
92 MOTOROLA SOLUTIONS - STARCOM	64183292012	92-00-56650		477.00 5/1-5/31	477.00
92 QUILL CORPORATION	3119886	92-00-60100		177.82 OFFICE SUPPLIES	177.82
92 SPRINT	288790514-123	92-00-56650		528.07 3/24-4/23 PHONES	528.07
92 VERIZON WIRELESS	2738100454	92-00-56650		30.54 4/4-5/3 SVC	30.54

** TOTAL CHECKS TO BE ISSUED 34830.13

FUND	AMOUNT
GMAT AGENCY FUND	34830.13
*** GRAND TOTAL ***	34830.13

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES
(Increasing Number of Class A-3 Liquor Licenses)**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 25th DAY OF June, 2012**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 25th day of June, 2012.**

ORDINANCE NO. _____

AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES
(Increasing Number of Class A-3 Liquor Licenses)

WHEREAS, the Village of Lemont (“Village”) is an Illinois Municipal Corporation pursuant to the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and,

WHEREAS, Tap House Grill, operating at 1237 S. State Street, has applied for a Class A-3 Liquor License and has further requested the Village adopt an ordinance amending the Lemont Municipal Code, as amended, so as to permit such a license to be issued; and

WHEREAS, the President and Board of Trustees of the Village of Lemont desire to increase the number of Class A-3 liquor licenses granted.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Lemont, Illinois:

SECTION 1: The above recitals are incorporated in this ordinance as if fully set forth.

SECTION 2: The Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.080 is hereby amended to read as follow in the manner and form shown in strikethrough type below and inserting therein and therefore such new text in the manner and form and shown in underlined bold type below, so that said Section 5.04.080 shall hereafter provide as follows:

5.040.080 License – Fees – Classes of Operator.

- B. Number of Licenses. There shall be issued in the Class A-1 and A-2 categories, together, not more than four at any one time; the number of Class A-3 licenses to be issued at any one time shall not exceed ~~eleven~~ **twelve**, and the number of C-1 licenses to be issued at any one time shall not exceed eight.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

SECTION 5: The Village Clerk of the Village of Lemont shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 25th day of June, 2012.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Proclamation

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen



Trustees

Debby Blatzer
Paul Chialdikas
Clifford Miklos
Rick Sniegowski
Ronald Stapleton
Jeanette Virgilio

WHEREAS, Dr. Sandy Doebert began her career in 1994 at Lemont High School District 210 as an assistant principal for a period of seven years. Having served as an assistant superintendent prior to leading Lemont High School District 210 as Superintendent for a period of ten years, Dr. Sandy Doebert will retire on June 30, 2012; and

WHEREAS, Lemont High School has become one of the premier high schools in the State of Illinois during Dr. Doebert's ten-year tenure. It has demonstrated marked improvement in many areas, from student success in academics and extra-curricular activities to improved facilities, all while its student enrollment has grown by 33 percent to more than 1,500 students; and

WHEREAS, Lemont High School's extra-curricular programs are recognized as some of the state's best. Its athletic teams are consistently a force in the South Suburban Conference, and annually several Lemont High School athletic and competitive extra-curricular programs represent the community in state finals competition. The school's commitment to the arts also has strengthened during Dr. Doebert's tenure, as evidenced by the growth in its music and drama programs; and

WHEREAS, despite a challenging economic environment, District 210's finances have strengthened during Dr. Doebert's tenure. Working with the district's Board of Education, she has employed a conservative fiscal policy that has met three distinct challenges: providing appropriate support for the school's students to thrive in and out of the classroom; building an appropriate level of reserve funds; and limiting the burden on the district's taxpayers; and

WHEREAS, in 2006, District 210 voters approved a \$29.6 million referendum to provide top facilities for Lemont High School students and the Lemont community. Improvements included a new classroom addition, a facility for the school's industrial technology program, a new Performing Arts Center, and renovations to the school's on-site stadium; and

WHEREAS, Dr. Doebert has involved herself in a number of activities that benefit the district, but none has been more important than her involvement with Impact Aid, a type of federal funding for which the district is eligible because of federally owned property. Dr. Doebert has served as President of the National 8002 Impacted School Organization, and currently serves as Secretary of the Board for the National Association of Federally Impacted Schools; and

WHEREAS, Dr. Doebert has earned a Bachelor of Arts and Master of Arts degrees in Communication Studies and a Doctorate in Educational Administration and Leadership from Northern IL University, as well as a Certificate of Advanced Study in Educational Administration from National Louis University; and

NOW, THEREFORE, I, BRIAN K. REAVES, Mayor of Lemont, on behalf of the Village Board of Trustees, commend Dr. Sandy Doebert on her years of dedication and service to Lemont High School District 210 and the Village of Lemont. We recognize her for the outstanding leadership she has provided to the faculty and students evident through their many years of accomplishments. We thank her for the guidance and service she has provided to the Village of Lemont. With sincere gratitude and appreciation, we congratulate her on her retirement and wish her continued success in the future.

Dated at Lemont this 25th day of June 2012.

BRIAN K. REAVES, Mayor

Attest:

CHARLENE SMOLLEN, Village Clerk

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Subject: ComEd Easements
date: June 21, 2012

BACKGROUND/HISTORY

As the Village has begun to annex parcels in the eastern portion of the community, the need to expand the Village utility system is needed. As ComEd has right of way that runs north and south it is necessary to work with ComEd to receive easements to provide these services. Previously, ComEd has provided the needed easements to provide service to Westshore pipeline.

Staff has been working with ComEd for additional easements to provide flexibility for future expansion of these utility systems. These agreements have now been finalized. This resolution authorizes the Mayor to execute these easements. Further, they authorize the Village Administrator to execute any subsequent documents that may be needed and to cause payment for these easements.

RECOMMENDATION

Staff Recommends Approving Said Resolution

ATTACHMENTS (IF APPLICABLE)

Resolution Authorizing Com Ed Easments

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A SANITARY SEWER AND WATER MAIN
EASEMENT FROM COMED**

WHEREAS, the Village of Lemont (“Village”) has received request from property owners east of the ComEd right of way to provide Village water and sewer services; and,

WHEREAS, ComEd has agreed to provide said requested easements to the Village to provide said required services.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Lemont, Illinois:

SECTION 1: The Mayor is authorized to execute the required documents on behalf of the Village.

SECTION 2: The Village Administrator is authorized to execute any further documents on behalf of the Village related to subject easements and further is authorized to pay to ComEd \$17,050.22 for said easements.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE,
ILLINOIS, on this 25th day of June, 2012.**

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

This document was prepared by:

Julie O. Ehrlich
Exelon Business Services Company, LLC
Legal Department
10 South Dearborn, 49th Floor
Chicago, Illinois 60603

When recorded, return to:

John Mishevski
Commonwealth Edison Company
Three Lincoln Centre 4th FL NE
Oakbrook Terrace, IL 60181

SANITARY SEWER AND WATER MAIN EASEMENT AGREEMENT

This Sanitary Sewer and Water Main Easement (“Easement”) is made as of this ___ day of _____, 2012 by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Grantor”) and VILLAGE OF LEMONT, an Illinois municipal corporation (“Grantee”).

RECITALS:

A. Grantor is the owner of a parcel of land in the Village of Lemont, County of Cook and State of Illinois, commonly known as Powerton-Crawford Right of Way, Permn.426 and legally described on Exhibit A attached hereto and made a part hereof (“Grantor’s Property”).

B. Grantor utilizes Grantor’s Property for Grantor’s own business operations, which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor’s equipment and facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across Grantor’s Property (collectively, “Grantor’s Operations”).

C. Grantee desires to install one (1) ten inch (10”) sanitary sewer and one (1) twelve inch (12”) water main along a center line across Grantor’s Property in the location shown on the diagram attached hereto and made a part hereof as Exhibit B (the “Easement Diagram”) and Grantee desires an easement over and across a portion of the Grantor’s Property that is a 3750 square foot strip of land (250 feet long and 15 feet wide) shown on the Easement Diagram and legally described on Exhibit B (the “Easement Premises”).

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the payments, covenants, terms, and conditions to be made, performed, kept and observed by Grantee hereunder and other good and lawful consideration, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises for the following purposes and for no other purpose whatsoever: construction and maintenance of one ten inch (10”) sanitary sewer and one twelve-inch (12”) water main in substantial conformity with the engineering plan sheet 1 of 1 prepared by Frank Novotny & Associates, dated July 2011 attached hereto and made a part hereof as Exhibit C (the “Facilities”).

2. Grantee's Use. The following general conditions shall apply to Grantee's use of the Easement Premises:

(a) Grantee shall procure and maintain at its own expense, prior to entry upon Grantor's Property hereunder, all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction, placement, use and operation of the Easement Premises and the Facilities, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Premises or Grantee's operations thereon. Grantor may from time to time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor's Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor's prior written consent, which consent may be granted or withheld in Grantor's sole discretion.

(b) In the event any aspect of Grantee's construction, placement, maintenance, repair, use or operation of the Easement Premises and the Facilities at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority, Grantee shall immediately discontinue such operations and at its own expense take all required corrective action, including without limitation removal of all or any portion of the Facilities from Grantor's Property if required or requested by Grantor, within the lesser of (i) thirty (30) days from Grantee's notice of such violation or (ii) the period of time required by law for the correction of such violation.

(c) Grantee's use of the Easement Premises shall be conducted in a manner that does not conflict or interfere with Grantor's Operations.

(d) This Easement and the rights granted hereunder are subject and subordinate in all respects to all matters and conditions affecting the Easement Premises (whether recorded or unrecorded).

(e) Grantee's obligations and liabilities to Grantor under this Easement with respect to the Easement Premises and the Facilities and all other matters shall not be limited or in any manner impaired by any agreements entered into by and between Grantee and any third parties, including without limitation any agreements related to the construction or installation of the Facilities, and Grantee shall be and remain liable to Grantor for the installation and operation of the Facilities in accordance with the terms and conditions of this Easement, notwithstanding Grantee's failure or refusal to accept delivery of or title to such facilities from any such third parties.

(f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and its lessees, licensees and grantees, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights that may be present in Grantor's Property. If required, Grantee shall secure the engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.

3. Term. The term of this Easement shall be perpetual, unless sooner terminated in accordance with the provisions of this Easement, and shall commence as of the date first hereinabove written.

4. Fees. In partial consideration of this Easement, Grantee shall pay Grantor a certain sum of money as set forth in a separate agreement between Grantor and Grantee, which amount shall be due and payable to Grantor, prior to Grantor's execution of this Easement.

5. Rights Reserved to Grantor.

(a) Grantor's rights in and to the Easement Premises, Grantor's Property and Grantor's Operations are and shall remain superior to Grantee's rights granted hereunder. Grantor shall not be liable to Grantee for damage to the Facilities due to Grantor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Grantor.

(b) Grantor reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of Grantor's Property, including the Easement Premises, so long as there is no material adverse impact on Grantee's rights in and use of the Easement Premises pursuant to the terms of this Easement. In the event of a violation of this Paragraph 5(b), Grantee's sole and exclusive remedy against Grantor shall be seeking an injunction preventing such third party from creating such material adverse impact on Grantee's rights as aforesaid.

6. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:

(a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of the Facilities on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within ten (10) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in the Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of the Easement Premises and the Facilities to another location owned by and designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee fails to notify Grantor in writing of such election within such ten (10) day period, Grantee shall be conclusively deemed to have elected to reimburse Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to make all changes to the Easement Premises and/or the Facilities, including relocation to another location designated by Grantor, required to avoid conflict with the proposed change in Grantor's Operations, Grantee, at its sole cost and in accordance with all applicable terms and conditions of this Easement, shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than sixty (60) days after the date of such election. In the event Grantee elects to reimburse Grantor for the additional costs to be incurred by Grantor, Grantee shall make such payment within thirty (30) days after Grantor's demand therefor.

(b) Grantee agrees that, within thirty (30) days after the termination of this Easement for any reason, Grantee shall, at its sole cost and expense and only if directed to do so by Grantor in Grantor's sole discretion, remove all of the Facilities from Grantor's Property and restore and repair Grantor's Property to the condition existing prior to the installation of the Facilities. In the event Grantee fails to so remove the Facilities and restore and repair Grantor's Property, Grantor may elect to do so at Grantee's sole cost and expense, and, in such event, Grantor may dispose of the Facilities without any duty to account to Grantee therefor. Grantee shall pay all costs and expenses incurred by Grantor in removing the Facilities, including any storage costs, and any costs incurred by Grantor in restoring and repairing Grantor's Property. Any facilities and equipment that Grantee fails to remove from Grantor's Property within thirty (30) days after the termination of this Easement shall be conclusively deemed to have been

abandoned by Grantee and shall become the sole property of Grantor, without liability or obligation to account to Grantee therefor.

7. Condition of Grantor's Property. Grantee has examined the Easement Premises and knows its condition. Grantee hereby accepts the condition of the Easement Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations or warranties as to the condition, repair or compliance thereof with any laws, and no agreements to make any alterations, repairs or improvements in or about the Easement Premises have been made by or on behalf of Grantor. By accepting possession of the Easement Premises, Grantee 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 Easement Premises.

8. Conditions Governing Construction, Repair, Maintenance and Other Work.

(a) All work performed by Grantee pursuant to this Easement, including without limitation all work related to the installation, alteration, maintenance (excluding only routine maintenance), repair, relocation, replacement or removal of the Easement and the Facilities, shall be performed in accordance with plans and specifications approved in writing by Grantor prior to the commencement of such work. Grantor shall review and approve any amendments, additions or other changes to such approved plans and specifications, prior to the performance of any work identified therein. Grantor shall have the right (but not the obligation) to supervise Grantee's performance of any such work at the Easement Premises (or any component thereof) and, in the event that Grantor so elects, Grantee shall reimburse Grantor for any and all costs of such supervision, together with a charge for Grantor's overhead, as determined by Grantor.

(b) Prior to the performance of any work, Grantee shall (i) obtain all applicable permits, approvals and authorizations required from any federal, state or local governmental authorities and furnish Grantor with satisfactory evidence that all such approvals have been obtained and (ii) furnish Grantor with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 12 hereof.

(c) Except for emergency repairs affecting the health and safety of the public, Grantee shall provide Grantor with not less than thirty (30) days advance notice of any work (including routine maintenance) so that Grantor may take such protective actions as Grantor deems necessary to ensure the safety and reliability of Grantor's facilities in the area of Grantee's proposed work. Grantee shall postpone the commencement of its work until such time as Grantor has completed any and all such protective work. Any cost and expense of such protective work shall be borne by Grantee and paid by Grantee within thirty (30) days after receipt of a bill therefor.

(d) Grantee hereby agrees that, in the event that Grantee (or any employee, agent, representative, contractor, licensee, invitee or guest of Grantee) performs any grading, leveling, digging or other work of any kind on the Grantor's Property (to the extent expressly permitted under the terms of this Easement) and damages any improvements, fixtures, facilities, equipment, or other property located (now or in the future) at Grantor's Property, then Grantee will either (at Grantor's sole election), (x) promptly cause any such improvements, fixtures, facilities, equipment or other property to be repaired and restored to the same or better condition as the same were in immediately prior to such damage or destruction, or (y) promptly pay Grantor the amount which Grantor estimates (as set forth in a written notice from Grantor to Grantee) will cover the cost and expense of repairing and restoring such damage or destruction. Prior to performing any such grading, leveling, digging or excavation work on the Easement Premises (which work shall be subject to Grantor's prior written approval), Grantee will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Easement Premises are located in

the City of Chicago, or in the event the Easement Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction where the Easement Premises are located, 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 Easement Premises.

(e) Except for emergency repairs affecting the health and safety of the public, which emergency repairs should be called in within the first 8-hours of entering Grantor's Property and confirmed by Grantor, Grantee shall (in addition to the notice required under subparagraph (c) above) notify Grantor's at (866) 340-2841, at least forty-eight (48) hours in advance of entering Grantor's Property for the performance of any work (including routine maintenance). The timing and scheduling of such work shall be subject to Grantor's prior approval. In the event Grantee is required to perform any emergency repair work affecting the health and safety of the public, Grantee shall notify Grantor in writing of such repair work within forty-eight (48) hours after the performance of such repairs.

(f) Grantee hereby acknowledges that the Easement Premises 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 Easement Premises. Grantee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Easement Premises, and provide the proper protection required by such persons or entities, in connection with Grantee's use and occupancy of the Easement Premises. Grantee further agrees to furnish Grantor copies of the correspondence between the any such persons or entities and Grantee. Grantee agrees that this requirement shall apply to any installations currently located on, above or below the Easement Premises and any and all future installations on, above or below the Easement Premises.

(g) Grantor may withhold its approval to the performance of any work hereunder whenever any of the following conditions exist: (i) Grantee is in default under this Easement, (ii) the performance of such work and the use and occupancy of Grantor's Property contemplated by such work in Grantor's judgment will interfere with Grantor's Operations or any other then existing uses of Grantor's Property, or (iii) Grantor and Grantee have failed to enter into such supplemental agreements as Grantor deems necessary or advisable regarding the performance of such work. Grantor retains the right to suspend or stop all such work if in Grantor's sole judgment the ongoing performance of such work endangers Grantor's facilities or threatens to interfere with Grantor's Operations, and Grantor shall incur no liability for any additional cost or expense incurred by Grantee or any third parties in connection with such work stoppage.

(h) All work shall be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, building codes and regulations of applicable governmental authorities. Without limiting the generality of the foregoing, Grantee shall cause all work and the placement of the Easement Premises and the Facilities to meet the applicable requirements of 83 Ill. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any work on behalf of Grantee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Upon completion of the work, Grantee shall (i) provide waivers of liens from each contractor and such other evidence of lien-free completion of the work as Landlord may require and (ii) restore all adjacent and other affected areas of Grantor's Property to their original condition preceding the commencement of such work.

(i) Grantee shall promptly notify Grantor of any damage caused to Grantor's facilities arising out of or related to the performance of such work, including without limitation damage to crops, fences, pasture land or livestock, landscaping and the like and Grantee will reimburse Grantor on demand for the cost of any such repairs and other expenses incurred by Grantor as a result of such damage. The

formula described in Section 15(b) shall be used to determine the amount due Grantor as reimbursement for the cost of such repairs. No 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 the maximum allowable height under applicable OSHA height standards in effect from time to time, shall be driven, moved or transported on the Easement Premises without Grantor's prior written consent.

(j) There shall be no impairment of any natural or installed drainage facilities occasioned by any work related to the Easement Premises and/or the Facilities and Grantee at its cost shall repair and replace all drainage tiles damaged or destroyed during the performance of such work.

(k) The following additional specific requirements shall apply to the performance of the work related to the Easement Premises and/or the Facilities:

(i) Grantee agrees that the Facilities will be installed in strict conformity with the plans attached hereto as Exhibit C.

(ii) Should any proposed changes to the Easement Premises and/or the Facilities be required, either before or after installation, Grantee, or its successors, shall first submit such changes to Grantor, in the form of revised plans for Grantor's review and approval.

(iii) Where the Facilities cross Grantor's fiber optic cable (TBON), Grantor may require that split plastic duct shall be installed and secured around Grantor's underground fiber optic cables in order to protect the fiber optic cable from any damage during any backfilling operation, all of which shall be performed at Grantee's sole cost and expense.

(v) Grantee agrees, upon completion of the installation of or any repair or maintenance of the Facilities, Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of the Facilities. At Grantor's sole election, Grantor may permit Grantee to evenly spread any portion of the remaining topsoil over the Easement Premises so long as Grantee shall not cause or permit the existing ground grade on the Easement Premises to be increased or decreased in excess of eight (8) inches above or below the existing grade level of the Easement Premises as of the date hereof.

(vi) Grantee agrees that all of Grantor's Property as affected by the repair, maintenance or construction of the Facilities shall be leveled, dressed and the area re-seeded using grass over and along Grantee's entire construction project site, except for those areas that are either tenant occupied for agricultural purposes and/or those areas that involve in wetland construction, where governmental wetland restoration requirements shall take precedence. Grantee shall manage the re-seeding process until a firm grass growth has been established on Grantor's Property. Grantee agrees to leave Grantor's Property in a neat, clean and orderly condition and to the satisfaction of Grantor, including, but not limited to, the re-seeding of Grantor's Property as required.

(vii) Grantee covenants and agrees that, in the event that Grantee installs (or is required (by Grantor or otherwise) to install) any fencing and/or gates in connection with Grantee's work at the Easement Premises (or its use or occupancy of the Easement Premises), Grantee will install, maintain and operate such fences and/or gates in strict compliance with any and all fencing and locking rules, regulations and guidelines which Grantor may deliver to Grantee from time to time.

(viii) Grantee acknowledges and confirms that, in connection with Grantor's review and/or approval of the plans and specifications for Grantee's work at the Easement Premises (as provided in

Subsection 8(a) above), Grantor may require that barricades (“**Barricades**”) be installed on the Easement Premises in order to protect Grantor’s Operations and/or other equipment, improvements and facilities of Grantor and other users and occupants of the Easement Premises. Any such Barricades shall be installed either (at Grantor’s sole option): (A) by Grantee, at Grantee’s sole cost and expense, in a manner satisfactory to Grantor, or (B) by Grantor, in which event Grantee shall pay to Grantor, prior to such installation, Grantor’s reasonable estimate of the cost of such installation of the Barricades.

9. **Covenants of Grantee.** Grantee hereby covenants and agrees as follows (which covenants shall survive the expiration or termination of this Easement and Grantee’s rights and privileges under this Easement):

(a) Grantee shall obtain and maintain all rights, licenses, consents and approvals required from any governmental authorities or third parties with respect to the installation, use or operation of the Easement Premises and/or the Facilities on Grantor’s Property and, at Grantor’s request, Grantee shall provide Grantor with evidence thereof. Grantee shall cause the Easement Premises and the Facilities to be maintained at all times in good repair and in accordance with all requirements of applicable law, and Grantee shall not permit any nuisances or other unsafe or hazardous conditions to exist in, on or under Grantor’s Property in connection with the Easement Premises and/or the Facilities or Grantee’s use or occupancy of Grantor’s Property. In the event Grantee fails to fully and faithfully perform all such repair and maintenance obligations, Grantor shall have right (but not the obligation) after thirty (30) days’ written notice to Grantee, to cause such repairs and maintenance to be performed and charge the cost thereof to Grantor. In the event Grantor elects to perform such repair and maintenance, the amount due Grantor from Grantee as reimbursement shall be determined using the formula described in Section 15(b) hereof.

(b) Grantee shall install the Facilities and use and occupy the Easement Premises in a manner that avoids any interference with Grantor’s Operations. Within fifteen (15) days after Grantor’s demand therefor, Grantee shall reimburse Grantor for all costs incurred by Grantor as a result of injury or damage to persons, property or business, including without limitation the cost of repairing any damage to Grantor’s equipment or facilities or costs arising from electrical outages, caused by the use and occupancy of the Easement Premises by Grantee, its representatives, employees, agents, contractors, subcontractors and invitees.

(c) Grantee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic’s lien) or claim for lien to be asserted against the Easement Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Grantee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Grantee will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Grantor, Grantor, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Grantee that Grantor shall have no duty to investigate the validity thereof), and Grantee shall promptly upon notice thereof reimburse Grantor for all sums, costs and expenses, including court costs and reasonable attorneys’ fees and expenses, incurred by Grantor in connection with such lien or claim of lien. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liens or claims for lien arising out of or in any way connected with Grantee’s use and occupancy of the Easement Premises.

(d) In addition to, and not in lieu of, the other payments which Grantee is required to make under this Easement, Grantee shall pay the following amounts to Grantor in respect of real estate taxes and assessments, in each case no later than thirty (30) days after Grantor’s written demand therefor:

(i) All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Grantee at the Easement Premises for all periods during which this Easement is in effect, plus

(ii) Any increase in the real estate taxes and other assessments payable with respect to the Easement Premises (or any tax parcel of which the Easement Premises is a part) which is allocable to this Easement, Grantee's use or occupancy of the Easement Premises, or any improvements, structures or fixtures constructed, installed or placed by Grantee at the Easement Premises (but without duplication of any amount payable pursuant to clause (a) above), for all periods during which this Easement is in effect.

For purposes of this Easement real estate taxes or assessments "for" or "with respect to" any particular period (or portion thereof) shall mean the real estate taxes or assessments which accrue with respect to such period, irrespective of the fact that such taxes or assessments may be due and payable within a different period.

Grantee hereby covenants and agrees that Grantee shall, no later than the Tax Exemption Date (as hereinafter defined), at Grantee's sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Easement Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable law. In the event that Grantee is successful in obtaining any such real estate tax exemption for the Easement Premises, then Grantee shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Easement is in effect (and Grantee shall execute such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Grantee is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Easement Premises, then Grantee shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Grantor so requests, take such actions as may be necessary to apply for such exemption (or continuation). For purposes hereof, the term "**Tax Exemption Date**" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Easement, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Easement is executed and delivered.

(e) Grantee shall notify Grantor in writing within thirty (30) days after the date Grantee ceases to use the Easement Premises and/or the Facilities and shall provide Grantor with a properly executed release of this Easement.

10. **General Indemnity.** To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor and 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 losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "**Losses**"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "**Claims**"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns ("**Grantee Parties**") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this

Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, 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).

11. Waiver. Any entry onto Grantor's Property by Grantee Parties shall be at such parties' sole risk, and Grantor makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding Grantor's Property or the condition of Grantor's Property (including, without limitation, the environmental condition thereof). To the fullest extent permitted under applicable law, each of Grantee Parties 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 such Grantee Parties in connection with any entry onto Grantor's Property pursuant to this Easement. This Section will survive termination of this Easement.

12. Insurance. (a) Grantee agrees to require its contractors, before commencing any work on the Easement Premises to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Grantor as follows:

COVERAGES #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence

COVERAGES #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 04)) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars (\$4,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted. (CGL insurance includes, but is not limited to coverage for claims against Grantor for injuries to employees of Grantee and its contractors or any subcontractors) Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGES #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage,

covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that contactors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$4,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

Grantee will, in any event, purchase and maintain during the term hereof:

COVERAGE #4

Commercial General Liability (CGL) Insurance (with coverage consistent with ISO CG 00 01 12 04) with a limit of not less than four million dollars (\$4,000,000) per occurrence covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations (CGL insurance includes, but is not limited to coverage for claims against Grantor for injuries to employees of Grantee and its contractors or any subcontractors). Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 2026 (11/85) or combination of ISO Form CG 20 10 10 01 and GC20 37 19 91. (ii) Automobile Liability in an amount of not less than \$1,000,000 per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

COVERAGE #5

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence.

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

(b) If any work on the Easement Premises involves or includes any contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Grantee and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of us of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Easement Premises. Coverage shall be maintained in an amount of at least five million dollars (\$5,000,000) per loss and

aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Grantor shall be included as an additional insured and the policy shall be primary with respect to Grantor as the additional insured.

(c) There shall be furnished to Grantor, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph. Insurance coverage as required herein shall be kept in force until all work has been completed. All policies shall contain a provision that coverages afforded under the policies will not be canceled or material change until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Grantor.

(d) Grantee shall provide evidence of the required insurance coverage under Coverage #4 and #5, which shall be delivered to Grantor upon execution of this document. The insurance under Coverage #4 and #5 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Grantee may, at its discretion, obtain. Grantee shall also provide Grantor with evidence of all of the insurance required hereunder prior to the effective date of the Lease whenever any insurance policy procured by Grantee hereunder is renewed and whenever Grantee obtains a new insurance policy hereunder.

(e) Insurance coverage provided by Grantee and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Grantor for Grantor's own negligence, (ii) limits the duty to defend Grantor under the policy, (iii) provides coverage to Grantor only if Grantee or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

(f) To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Grantor
- (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 Grantee's, or its Contractors' insurance carrier might exercise against Grantor; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

(g) Grantor 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 Grantee and/or its contractors.

(h) WAIVER OF SUBROGATION. Grantee and its contractors shall waive all rights of subrogation against Grantor under those policies procured in accordance with this Easement.

13. Environmental Protection.

(a) Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Grantee, nor any of Grantee Parties, 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 Easement Premises. Without limiting any other indemnification obligations of Grantee contained herein, Grantee hereby agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (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, assessed or asserted 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, spilled or released by any Grantee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Easement Premises. For purposes of this Easement, the term "**Hazardous Materials**" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "**Environmental Laws**" shall mean all federal, provincial, state and local environmental laws (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, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, 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., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, 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, ordinance or common law 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) If there are wetlands on the Easement Premises, or if wetlands should develop on the Easement Premises during the term of this Easement, Grantee shall strictly comply with and observe all applicable Environmental Laws. At Grantor's request, Grantee, at its cost, shall furnish Grantor with a survey of the Easement Premises delineating any wetland areas located on the Easement Premises. Under no circumstances shall Grantee change the physical characteristics of any wetland areas located on the Easement Premises or any adjoining land or place any fill material on any portion of the Easement Premises or adjoining land, without in each instance obtaining Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion), and only then in compliance with applicable Environmental Laws.

(c) Grantee shall provide Grantor with prompt written notice upon Grantee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Materials affecting the Easement Premises.

(d) This Section shall survive the expiration or other termination of the Easement.

14. Defaults. The occurrence of any of the following shall constitute an event of default ("**Event of Default**") under this Easement:

(a) Grantee shall fail to pay when due any amount payable to Grantee hereunder and such failure continues for a period of ten (10) days after notice thereof from Grantor; or

(b) Grantee shall breach or violate any of its duties or obligations set forth in Section 9(c) or Section 12 of this Easement; or

(c) Grantee shall at any time be in default in any other covenants and conditions of this Easement to be kept, observed and performed by Grantee and such default continue for more than thirty (30) days (or such shorter time period as may specifically set forth in this Easement) after notice from Grantor; or

(d) A receiver, assignee or trustee shall be appointed for Grantee or if the Grantee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Grantee; or

(e) Grant shall fail to complete construction of the Facilities on or before thirty six (36) months after the date of this Easement or shall fail to operate or maintain the Facilities for a period of twelve (12) consecutive months.

15. Remedies. Upon the occurrence of an Event of Default, Grantor may exercise any one or more of the following remedies (which remedies shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) terminate this Easement and all rights and privileges of Grantee under this Easement by written notice to Grantee; or

(b) take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the rate of nine (9%) percent and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor's presentment of demand therefor; or

(c) any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee's obligations hereunder. Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney's fees and costs incurred by Grantor in enforcing Grantee's obligations under this Easement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Easement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in this Easement shall not constitute a waiver of any breach or violation of the terms or conditions of this Easement.

16. Notices. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either 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 their respective addresses as follows:

If to Grantor:

Commonwealth Edison Company
Three Lincoln Centre 4th FL
Oakbrook Terrace, Illinois 60181
Attn: Real Estate Services

with a copy to:

Exelon Business Services Company, LLC
Law Department
10 South Dearborn Street, 49th Floor
Chicago, Illinois 60613
Attn: Assistant General Counsel – Real Estate

If to Grantee:

Village of Lemont
418 Main Street
Lemont, Illinois 60439
Attn: Village Administrator

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

17. No Assignment by Grantee. This Easement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns and the owners of Grantee's Property and Grantor's Property, from time to time; provided, however, that Grantee shall have no right to assign all or any portion of its right, title, interest or obligation in this Easement or under this Easement without the prior written consent of Grantor, which consent may be granted or withheld by Grantor in its sole and exclusive discretion. Any attempt by Grantee to assign all or any portion of its interest hereunder in violation of the foregoing shall be void and of no force and effect. The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns (as to Grantee such assigns being limited to its permitted assigns), and the owners of Grantor's Property and Grantee's Property, from time to time. For purposes of this Easement, any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Grantee shall constitute an assignment of this Easement, and shall be subject to the terms and provisions of this Section 17. For purposes hereof, a "controlling" interest in Grantee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Grantee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Grantee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

18. Entire Agreement; Recitals. This Easement, the exhibits and addenda, if any, contain the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. The recitals set forth at the beginning of this document are hereby incorporated into this Agreement and made a part hereof.

19. Transfer by Grantor. Upon any transfer or conveyance of the Easement Premises by Grantor, the transferor shall be released from any liability under this Easement, and the transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance.

20. No Oral Change. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

21. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

22. Governing Law, Venue. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Easement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

23. Time is of the Essence. Time is of the essence of each and every provision of this Easement.

24. Severability. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Easement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Easement. In the event any provision of this Easement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Easement to its original intent and effect.

25. No Reinstatement. No receipt of money by Grantor from Grantee, after the expiration or termination of this Easement shall renew, reinstate, continue or extend the term of this Easement.

26. Non-Affiliated. By signing this Easement, Grantee affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, and their respective parents, subsidiaries and affiliates, nor has any affiliated interest in the Commonwealth Edison Company or Exelon Corporation, and their respective parents, subsidiaries and affiliates.

27. Counterparts. This Easement 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.

28. No Assessment. By signing this Easement Grantee agrees that Grantor or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local improvement project or otherwise charged for the cost of such improvements.

29. No Third Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.

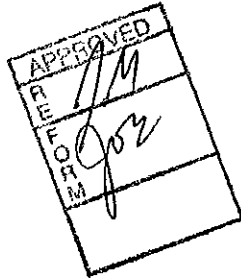
30. Illinois Commerce Commission Approval. Grantor and Grantee acknowledge that Grantor is a public utility regulated by the Illinois Commerce Commission ("**Commission**") and other governmental authorities, and this Easement and the obligations of the parties hereto are subject to all legal requirements applicable to Grantor as a public utility. Although it is not expected that the Commission's or other governmental authority's approval will be required for this Easement, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authority's approval of this Easement, under any circumstances in which such approval is required. It is further agreed and understood that this Easement may be terminated by Grantor immediately at any time in the event that Grantor is required to do so by the Commission or some other governmental authority.

31. Labor Relations. Neither Grantee nor any of Grantee's authorized agents shall, at any time, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Easement Premises, or permit any materials to be delivered to or used in the Easement Premises, if, in Grantor'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 Grantor's Property (or any other property) by Grantor, Grantee or others, or the use and enjoyment of Grantor's Property by Grantor or other lessees or occupants of Grantor's Property. In the event of such interference or conflict, upon Grantor's request, Grantee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave Grantor's Property immediately.

32. Independent System Operator. In the event responsibility for management or operation of all or any portion of Grantor's electrical transmission facilities located in or on the Grantor's Property is transferred or assigned by Grantor to an independent system operator ("ISO") or another third party, then Grantee agrees to recognize the right of such ISO or third party to exercise all or any part of Grantor's rights under this instrument.

33. Additional Requirements. Grantee shall comply with all of the additional requirements set forth on and contained in Exhibit D attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.



COMMONWEALTH EDISON COMPANY

By: _____
Timothy Hughes
Director, Real Estate and Facilities

VILLAGE OF LEMONT

By: _____
Name: _____
Mayor

SCHEDULE OF EXHIBITS

- A Legal Description of Grantor's Property
- B Easement Diagram and Legal Description of Easement Premises
- C Easement Plans
- D Additional Requirements

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Timothy Hughes, personally known to me to be the Director, Real Estate and Facilities of COMMONWEALTH EDISON COMPANY, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Director, he signed and delivered such instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2012.

Notary Public

Commission expires:_____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered such instrument pursuant to authority given by the _____ of such _____, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such _____, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 20____.

Notary Public

Commission expires:_____

EXHIBIT A TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

THE WEST TWO HUNDRED FIFTY (250) FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

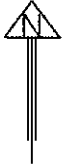
P.I.N. 22-35-201-017

PLAT OF EASEMENT

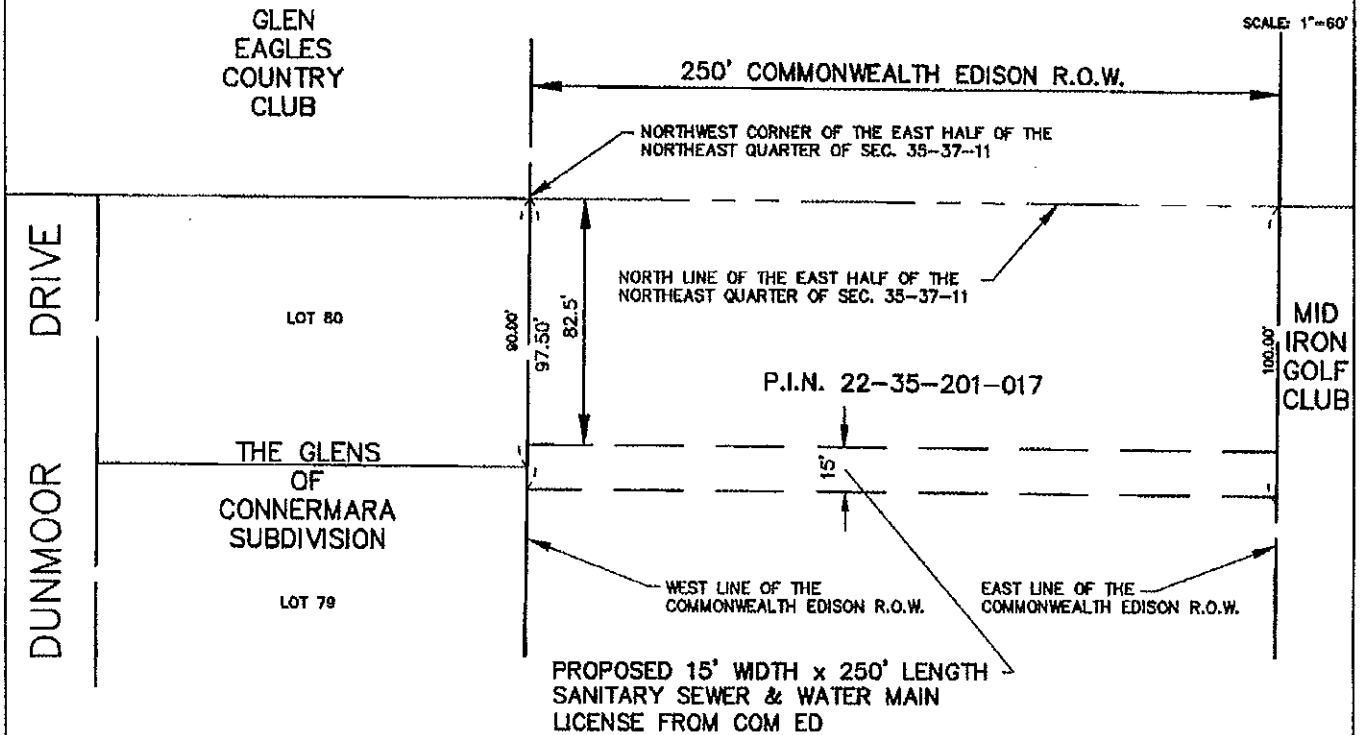
FOR 10" SANITARY SEWER AND 12" WATER MAIN PURPOSES GRANTED TO THE VILLAGE OF LEMONT

OVER

THE SOUTH 15.00 FEET OF THE NORTH 97.50 FEET OF THE WEST 250.00 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER
OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



SCALE: 1"=60'



STATE OF ILLINOIS

JAMES LOUIS CAINKAR
2656

[Signature]

SIGNATURE

5-14-12

DATE

JAMES L. CAINKAR, P.E.
IL. P.L.S. NO. 2656
EXPIRES 11-30-12

EXHIBIT "B"

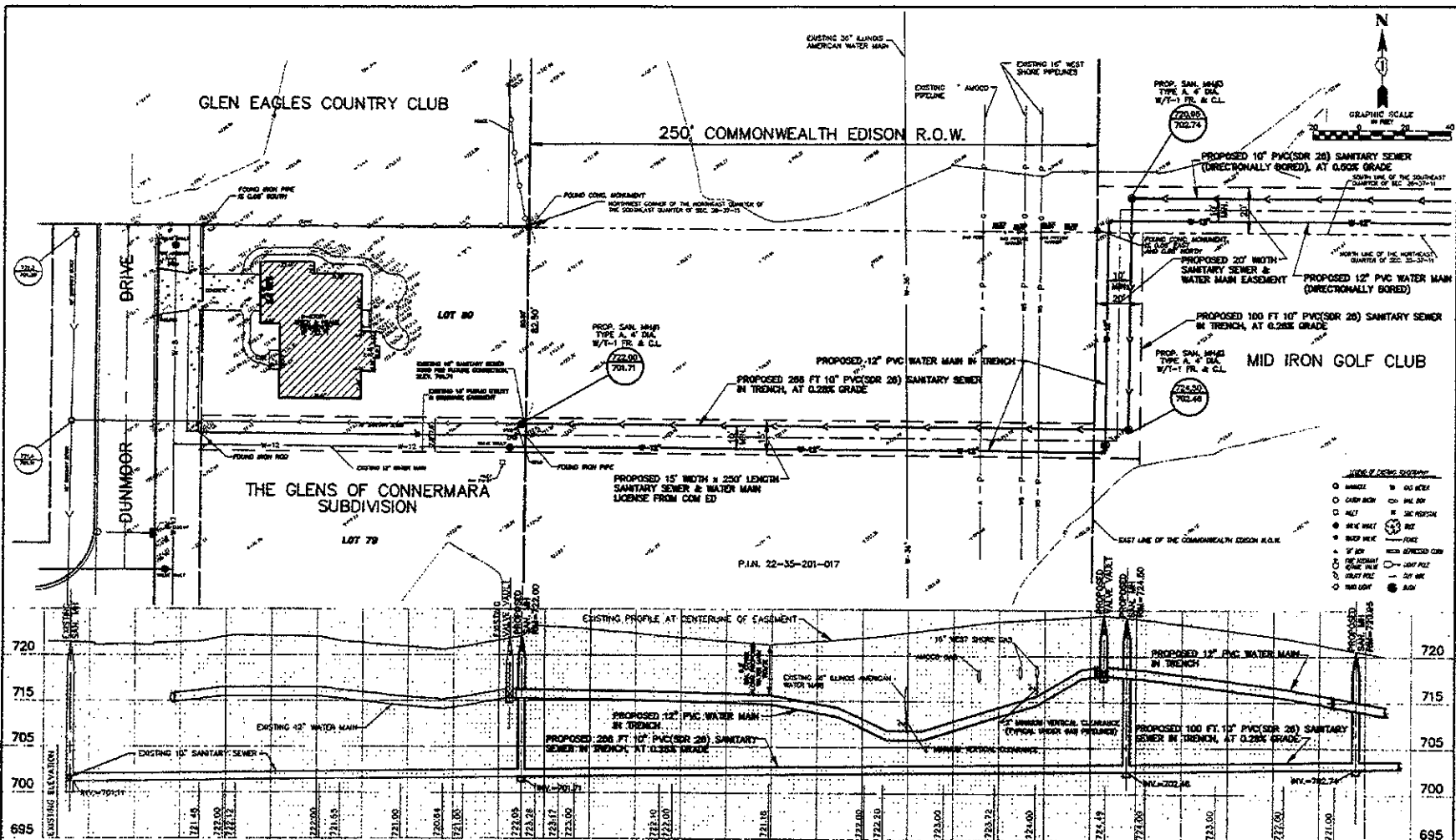


EXHIBIT C

Frank Novotny & Associates, Inc.
 635 Midway Drive • Willowbrook, IL • 60527 • Telephone: (630) 667-8940 • Fax: (630) 667-0123
 Illinois Professional Design Firm No. 124-000283

PROJECT
VILLAGE OF LEMONT, ILLINOIS
COM ED LICENSE AT MID IRON GOLF CLUB

REVISIONS			
NO.	DATE	DESCRIPTION	BY

PLAN & PROFILE:
 COM ED LICENSE
 SOUTH LICENSE AT
 MID IRON GOLF CLUB

PROJECT NO. 11120
SCALE H:1"=20'; V:1"=5'
DRAWN/DESIGNED JFP/JLC
DATE JULY, 2011
CHECKED/APPROVED THK/JLC
FIELD BOOK NO.
AREA

SHEET 1
OF 1
SHEETS

EXHIBIT D TO EASEMENT AGREEMENT

ADDITIONAL REQUIREMENTS

1. Grantee's request to remove the spoil from the Leased Premises and replace with gravel is acceptable provide the Grantee utilizes a CA6 or better gravel.
2. Grantee's proposed grade changes cannot exceed eight (8) inches within the right-of-way unless Grantee can ensure that the existing drainage patterns are not affected, storm water does not pool on the right-of-way or adjacent properties and Grantor's NESC safety clearances are not violated.
3. Subsurface utilities should have a minimum of six (6) feet of ground cover on Grantor's Property and cross the Grantor's Property at nearly 90 degrees.
4. Subsurface utility installations and excavations shall be a minimum of fifteen (15) feet away from any transmission structure.
5. Grantee should not leave trenches open overnight. Also, Grantee cannot place any obstruction on Grantor's Property that will restrict the Grantor's ability to access, operate and maintain existing and future transmission and distribution facilities.
6. Grantee's equipment cannot exceed fourteen (14) feet in height on the Easement Premises.
7. Grantee cannot leave construction equipment and materials on the Easement Premises when there is no work activity.
8. The Facilities must be designed for HS20 axle loading per AASHTO highway specification.
9. When working in the vicinity of Grantor's electric transmission lines during the installation OSHA requirements must be followed.
10. Under not circumstances, should truck beds be raised underneath Grantor's transmission lines.
This note should be added to any construction drawings.
11. Grantee must be aware that Grantor does use heavy equipment and cannot be responsible for any damage to the Facilities that may occur due to the Grantor's right to access the Easement Premises to operate and maintain new and existing transmission and distribution facilities.
12. Upon completion of the project, the Grantee must remove any equipment, construction debris and material from the right-of-way and restore any undisturbed areas of the right-of-way to their pre-construction condition.
13. Grantor has a 12 KV residential underground cable parallel to the propose water main. Grantee must conduct test pits at their expense to determine the exact depth of cable where excavations are proposed.
14. Environmental Requirements
 - Grantee must obtain all applicable environmental permits including Wetlands and NPDES stormwater permits as required under the Clean Water Act as well as any other applicable environmental permits for its use of the Easement Premises and for its Facilities.
 - All applicable regulations must be followed including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices.
 - If the construction of the Facilities requires excavation of soil or waste from the Easement Premises, all such soil or waste must be removed by a Grantor's environmental Contractor of Choice (COC)
 - If the construction of the Facilities requires additional soil, only clean fill shall be used.
 - No vehicles may be stored on the Easement Premises.

- In the event of a leak/spill on or from the Easement Premises, Grantee must notify Grantor within 24 hours and provide a written report to Grantor within 5 business days.
- Should Grantor request any of the following materials at any time or from time to time, Grantee must be prepared to provide the following information to Grantor (please reference Project Code SR 3004795 in any communications with ComEd)
 - A letter that summarizes the results of Grantee's analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, endangered species impacts, etc.) in connection with the construction, operation or maintenance of the Facilities.
 - A copy of any environmental permits required or obtained by Grantee for the construction, operation, use and maintenance of the Facilities and Grantee's use of the Easement Premises.
 - A copy of any environmental reports required by any of the required permits.
 - A copy of documentation on the substance (MSDS or similar) that is transported through the Facilities.
 - A copy of any documentation regarding Grantee's leak detection process.

This document was prepared by:

Julie O. Ehrlich
Exelon Business Services Company, LLC
Legal Department
10 South Dearborn, 49th Floor
Chicago, Illinois 60603

When recorded, return to:

John Mishevski
Commonwealth Edison Company
Three Lincoln Centre 4th FL NE
Oakbrook Terrace, IL 60181

**WATER MAIN EASEMENT AGREEMENT
(MCCARTHY ROAD)**

This Water Main Easement (“Easement”) is made as of this ___ day of _____, 2012 by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Grantor”) and VILLAGE OF LEMONT, an Illinois municipal corporation (“Grantee”).

RECITALS:

A. Grantor is the owner of a parcel of land in the Village of Lemont, County of Cook and State of Illinois, commonly known as Powerton-Crawford Right of Way, Permn.428 and legally described on Exhibit A attached hereto and made a part hereof (“Grantor’s Property”).

B. Grantor utilizes Grantor’s Property for Grantor’s own business operations, which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor’s equipment and facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across Grantor’s Property (collectively, “Grantor’s Operations”).

C. Grantee desires to install one (1) twelve inch (12”) water main along a center line across Grantor’s Property in the location shown on the diagram attached hereto and made a part hereof as Exhibit B (the “Easement Diagram”) and Grantee desires an easement over and across a portion of the Grantor’s Property that is a 2500 square foot strip of land (250 feet long and 10 feet wide) shown on the Easement Diagram and legally described on Exhibit B (the “Easement Premises”).

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the payments, covenants, terms, and conditions to be made, performed, kept and observed by Grantee hereunder and other good and lawful consideration, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises for the following purposes and for no other purpose whatsoever: construction and maintenance of one twelve-inch (12”) water main in substantial conformity with the

engineering plan sheet 1 of 1 prepared by Frank Novotny & Associates, dated July 2011 attached hereto and made a part hereof as Exhibit C (the "Facilities").

2. Grantee's Use. The following general conditions shall apply to Grantee's use of the Easement Premises:

(a) Grantee shall procure and maintain at its own expense, prior to entry upon Grantor's Property hereunder, all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction, placement, use and operation of the Easement Premises and the Facilities, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Premises or Grantee's operations thereon. Grantor may from time to time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor's Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor's prior written consent, which consent may be granted or withheld in Grantor's sole discretion.

(b) In the event any aspect of Grantee's construction, placement, maintenance, repair, use or operation of the Easement Premises and the Facilities at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority, Grantee shall immediately discontinue such operations and at its own expense take all required corrective action, including without limitation removal of all or any portion of the Facilities from Grantor's Property if required or requested by Grantor, within the lesser of (i) thirty (30) days from Grantee's notice of such violation or (ii) the period of time required by law for the correction of such violation.

(c) Grantee's use of the Easement Premises shall be conducted in a manner that does not conflict or interfere with Grantor's Operations.

(d) This Easement and the rights granted hereunder are subject and subordinate in all respects to all matters and conditions affecting the Easement Premises (whether recorded or unrecorded).

(e) Grantee's obligations and liabilities to Grantor under this Easement with respect to the Easement Premises and the Facilities and all other matters shall not be limited or in any manner impaired by any agreements entered into by and between Grantee and any third parties, including without limitation any agreements related to the construction or installation of the Facilities, and Grantee shall be and remain liable to Grantor for the installation and operation of the Facilities in accordance with the terms and conditions of this Easement, notwithstanding Grantee's failure or refusal to accept delivery of or title to such facilities from any such third parties.

(f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and its lessees, licensees and grantees, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights that may be present in Grantor's Property. If required, Grantee shall secure the engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.

3. Term. The term of this Easement shall be perpetual, unless sooner terminated in accordance with the provisions of this Easement, and shall commence as of the date first hereinabove written.

4. Fees. In partial consideration of this Easement, Grantee shall pay Grantor a certain sum of money as set forth in a separate agreement between Grantor and Grantee, which amount shall be due and payable to Grantor, prior to Grantor's execution of this Easement.

5. Rights Reserved to Grantor.

(a) Grantor's rights in and to the Easement Premises, Grantor's Property and Grantor's Operations are and shall remain superior to Grantee's rights granted hereunder. Grantor shall not be liable to Grantee for damage to the Facilities due to Grantor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Grantor.

(b) Grantor reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of Grantor's Property, including the Easement Premises, so long as there is no material adverse impact on Grantee's rights in and use of the Easement Premises pursuant to the terms of this Easement. In the event of a violation of this Paragraph 5(b), Grantee's sole and exclusive remedy against Grantor shall be seeking an injunction preventing such third party from creating such material adverse impact on Grantee's rights as aforesaid.

6. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:

(a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of the Facilities on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within ten (10) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in the Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of the Easement Premises and the Facilities to another location owned by and designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee fails to notify Grantor in writing of such election within such ten (10) day period, Grantee shall be conclusively deemed to have elected to reimburse Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to make all changes to the Easement Premises and/or the Facilities, including relocation to another location designated by Grantor, required to avoid conflict with the proposed change in Grantor's Operations, Grantee, at its sole cost and in accordance with all applicable terms and conditions of this Easement, shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than sixty (60) days after the date of such election. In the event Grantee elects to reimburse Grantor for the additional costs to be incurred by Grantor, Grantee shall make such payment within thirty (30) days after Grantor's demand therefor.

(b) Grantee agrees that, within thirty (30) days after the termination of this Easement for any reason, Grantee shall, at its sole cost and expense and only if directed to do so by Grantor in Grantor's sole discretion, remove all of the Facilities from Grantor's Property and restore and repair Grantor's Property to the condition existing prior to the installation of the Facilities. In the event Grantee fails to so remove the Facilities and restore and repair Grantor's Property, Grantor may elect to do so at Grantee's sole cost and expense, and, in such event, Grantor may dispose of the Facilities without any duty to

account to Grantee therefor. Grantee shall pay all costs and expenses incurred by Grantor in removing the Facilities, including any storage costs, and any costs incurred by Grantor in restoring and repairing Grantor's Property. Any facilities and equipment that Grantee fails to remove from Grantor's Property within thirty (30) days after the termination of this Easement shall be conclusively deemed to have been abandoned by Grantee and shall become the sole property of Grantor, without liability or obligation to account to Grantee therefor.

7. Condition of Grantor's Property. Grantee has examined the Easement Premises and knows its condition. Grantee hereby accepts the condition of the Easement Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS.** No representations or warranties as to the condition, repair or compliance thereof with any laws, and no agreements to make any alterations, repairs or improvements in or about the Easement Premises have been made by or on behalf of Grantor. By accepting possession of the Easement Premises, Grantee 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 Easement Premises.

8. Conditions Governing Construction, Repair, Maintenance and Other Work.

(a) All work performed by Grantee pursuant to this Easement, including without limitation all work related to the installation, alteration, maintenance (excluding only routine maintenance), repair, relocation, replacement or removal of the Easement and the Facilities, shall be performed in accordance with plans and specifications approved in writing by Grantor prior to the commencement of such work. Grantor shall review and approve any amendments, additions or other changes to such approved plans and specifications, prior to the performance of any work identified therein. Grantor shall have the right (but not the obligation) to supervise Grantee's performance of any such work at the Easement Premises (or any component thereof) and, in the event that Grantor so elects, Grantee shall reimburse Grantor for any and all costs of such supervision, together with a charge for Grantor's overhead, as determined by Grantor.

(b) Prior to the performance of any work, Grantee shall (i) obtain all applicable permits, approvals and authorizations required from any federal, state or local governmental authorities and furnish Grantor with satisfactory evidence that all such approvals have been obtained and (ii) furnish Grantor with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 12 hereof.

(c) Except for emergency repairs affecting the health and safety of the public, Grantee shall provide Grantor with not less than thirty (30) days advance notice of any work (including routine maintenance) so that Grantor may take such protective actions as Grantor deems necessary to ensure the safety and reliability of Grantor's facilities in the area of Grantee's proposed work. Grantee shall postpone the commencement of its work until such time as Grantor has completed any and all such protective work. Any cost and expense of such protective work shall be borne by Grantee and paid by Grantee within thirty (30) days after receipt of a bill therefor.

(d) Grantee hereby agrees that, in the event that Grantee (or any employee, agent, representative, contractor, licensee, invitee or guest of Grantee) performs any grading, leveling, digging or other work of any kind on the Grantor's Property (to the extent expressly permitted under the terms of this Easement) and damages any improvements, fixtures, facilities, equipment, or other property located (now or in the future) at Grantor's Property, then Grantee will either (at Grantor's sole election), (x) promptly cause any such improvements, fixtures, facilities, equipment or other property to be repaired and restored to the same or better condition as the same were in immediately prior to such damage or destruction, or (y) promptly pay Grantor the amount which Grantor estimates (as set forth in a written

notice from Grantor to Grantee) will cover the cost and expense of repairing and restoring such damage or destruction. Prior to performing any such grading, leveling, digging or excavation work on the Easement Premises (which work shall be subject to Grantor's prior written approval), Grantee will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Easement Premises are located in the City of Chicago, or in the event the Easement Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction where the Easement Premises are located, 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 Easement Premises.

(e) Except for emergency repairs affecting the health and safety of the public, which emergency repairs should be called in within the first 8-hours of entering Grantor's Property and confirmed by Grantor, Grantee shall (in addition to the notice required under subparagraph (c) above) notify Grantor's at (866) 340-2841, at least forty-eight (48) hours in advance of entering Grantor's Property for the performance of any work (including routine maintenance). The timing and scheduling of such work shall be subject to Grantor's prior approval. In the event Grantee is required to perform any emergency repair work affecting the health and safety of the public, Grantee shall notify Grantor in writing of such repair work within forty-eight (48) hours after the performance of such repairs.

(f) Grantee hereby acknowledges that the Easement Premises 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 Easement Premises. Grantee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Easement Premises, and provide the proper protection required by such persons or entities, in connection with Grantee's use and occupancy of the Easement Premises. Grantee further agrees to furnish Grantor copies of the correspondence between the any such persons or entities and Grantee. Grantee agrees that this requirement shall apply to any installations currently located on, above or below the Easement Premises and any and all future installations on, above or below the Easement Premises.

(g) Grantor may withhold its approval to the performance of any work hereunder whenever any of the following conditions exist: (i) Grantee is in default under this Easement, (ii) the performance of such work and the use and occupancy of Grantor's Property contemplated by such work in Grantor's judgment will interfere with Grantor's Operations or any other then existing uses of Grantor's Property, or (iii) Grantor and Grantee have failed to enter into such supplemental agreements as Grantor deems necessary or advisable regarding the performance of such work. Grantor retains the right to suspend or stop all such work if in Grantor's sole judgment the ongoing performance of such work endangers Grantor's facilities or threatens to interfere with Grantor's Operations, and Grantor shall incur no liability for any additional cost or expense incurred by Grantee or any third parties in connection with such work stoppage.

(h) All work shall be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, building codes and regulations of applicable governmental authorities. Without limiting the generality of the foregoing, Grantee shall cause all work and the placement of the Easement Premises and the Facilities to meet the applicable requirements of 83 Ill. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any work on behalf of Grantee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Upon completion of the work, Grantee shall (i) provide waivers of liens from each contractor and such other evidence of lien-free completion of the work as Landlord may require and (ii) restore all adjacent and other affected areas of Grantor's Property to their original condition preceding the commencement of such work.

(i) Grantee shall promptly notify Grantor of any damage caused to Grantor's facilities arising out of or related to the performance of such work, including without limitation damage to crops, fences, pasture land or livestock, landscaping and the like and Grantee will reimburse Grantor on demand for the cost of any such repairs and other expenses incurred by Grantor as a result of such damage. The formula described in Section 15(b) shall be used to determine the amount due Grantor as reimbursement for the cost of such repairs. No 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 the maximum allowable height under applicable OSHA height standards in effect from time to time, shall be driven, moved or transported on the Easement Premises without Grantor's prior written consent.

(j) There shall be no impairment of any natural or installed drainage facilities occasioned by any work related to the Easement Premises and/or the Facilities and Grantee at its cost shall repair and replace all drainage tiles damaged or destroyed during the performance of such work.

(k) The following additional specific requirements shall apply to the performance of the work related to the Easement Premises and/or the Facilities:

(i) Grantee agrees that the Facilities will be installed in strict conformity with the plans attached hereto as Exhibit C.

(ii) Should any proposed changes to the Easement Premises and/or the Facilities be required, either before or after installation, Grantee, or its successors, shall first submit such changes to Grantor, in the form of revised plans for Grantor's review and approval.

(iii) Where the Facilities cross Grantor's fiber optic cable (TBON), Grantor may require that split plastic duct shall be installed and secured around Grantor's underground fiber optic cables in order to protect the fiber optic cable from any damage during any backfilling operation, all of which shall be performed at Grantee's sole cost and expense.

(v) Grantee agrees, upon completion of the installation of or any repair or maintenance of the Facilities, Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of the Facilities. At Grantor's sole election, Grantor may permit Grantee to evenly spread any portion of the remaining topsoil over the Easement Premises so long as Grantee shall not cause or permit the existing ground grade on the Easement Premises to be increased or decreased in excess of eight (8) inches above or below the existing grade level of the Easement Premises as of the date hereof.

(vi) Grantee agrees that all of Grantor's Property as affected by the repair, maintenance or construction of the Facilities shall be leveled, dressed and the area re-seeded using grass over and along Grantee's entire construction project site, except for those areas that are either tenant occupied for agricultural purposes and/or those areas that involve in wetland construction, where governmental wetland restoration requirements shall take precedence. Grantee shall manage the re-seeding process until a firm grass growth has been established on Grantor's Property. Grantee agrees to leave Grantor's Property in a neat, clean and orderly condition and to the satisfaction of Grantor, including, but not limited to, the re-seeding of Grantor's Property as required.

(vii) Grantee covenants and agrees that, in the event that Grantee installs (or is required (by Grantor or otherwise) to install) any fencing and/or gates in connection with Grantee's work at the Easement Premises (or its use or occupancy of the Easement Premises), Grantee will install, maintain and

operate such fences and/or gates in strict compliance with any and all fencing and locking rules, regulations and guidelines which Grantor may deliver to Grantee from time to time.

(viii) Grantee acknowledges and confirms that, in connection with Grantor's review and/or approval of the plans and specifications for Grantee's work at the Easement Premises (as provided in Subsection 8(a) above), Grantor may require that barricades ("**Barricades**") be installed on the Easement Premises in order to protect Grantor's Operations and/or other equipment, improvements and facilities of Grantor and other users and occupants of the Easement Premises. Any such Barricades shall be installed either (at Grantor's sole option): (A) by Grantee, at Grantee's sole cost and expense, in a manner satisfactory to Grantor, or (B) by Grantor, in which event Grantee shall pay to Grantor, prior to such installation, Grantor's reasonable estimate of the cost of such installation of the Barricades.

9. Covenants of Grantee. Grantee hereby covenants and agrees as follows (which covenants shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) Grantee shall obtain and maintain all rights, licenses, consents and approvals required from any governmental authorities or third parties with respect to the installation, use or operation of the Easement Premises and/or the Facilities on Grantor's Property and, at Grantor's request, Grantee shall provide Grantor with evidence thereof. Grantee shall cause the Easement Premises and the Facilities to be maintained at all times in good repair and in accordance with all requirements of applicable law, and Grantee shall not permit any nuisances or other unsafe or hazardous conditions to exist in, on or under Grantor's Property in connection with the Easement Premises and/or the Facilities or Grantee's use or occupancy of Grantor's Property. In the event Grantee fails to fully and faithfully perform all such repair and maintenance obligations, Grantor shall have right (but not the obligation) after thirty (30) days' written notice to Grantee, to cause such repairs and maintenance to be performed and charge the cost thereof to Grantor. In the event Grantor elects to perform such repair and maintenance, the amount due Grantor from Grantee as reimbursement shall be determined using the formula described in Section 15(b) hereof.

(b) Grantee shall install the Facilities and use and occupy the Easement Premises in a manner that avoids any interference with Grantor's Operations. Within fifteen (15) days after Grantor's demand therefor, Grantee shall reimburse Grantor for all costs incurred by Grantor as a result of injury or damage to persons, property or business, including without limitation the cost of repairing any damage to Grantor's equipment or facilities or costs arising from electrical outages, caused by the use and occupancy of the Easement Premises by Grantee, its representatives, employees, agents, contractors, subcontractors and invitees.

(c) Grantee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Easement Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Grantee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Grantee will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Grantor, Grantor, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Grantee that Grantor shall have no duty to investigate the validity thereof), and Grantee shall promptly upon notice thereof reimburse Grantor for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Grantor in connection with such lien or claim of lien. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all

liens or claims for lien arising out of or in any way connected with Grantee's use and occupancy of the Easement Premises.

(d) In addition to, and not in lieu of, the other payments which Grantee is required to make under this Easement, Grantee shall pay the following amounts to Grantor in respect of real estate taxes and assessments, in each case no later than thirty (30) days after Grantor's written demand therefor:

(i) All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Grantee at the Easement Premises for all periods during which this Easement is in effect, plus

(ii) Any increase in the real estate taxes and other assessments payable with respect to the Easement Premises (or any tax parcel of which the Easement Premises is a part) which is allocable to this Easement, Grantee's use or occupancy of the Easement Premises, or any improvements, structures or fixtures constructed, installed or placed by Grantee at the Easement Premises (but without duplication of any amount payable pursuant to clause (a) above), for all periods during which this Easement is in effect.

For purposes of this Easement real estate taxes or assessments "for" or "with respect to" any particular period (or portion thereof) shall mean the real estate taxes or assessments which accrue with respect to such period, irrespective of the fact that such taxes or assessments may be due and payable within a different period.

Grantee hereby covenants and agrees that Grantee shall, no later than the Tax Exemption Date (as hereinafter defined), at Grantee's sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Easement Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable law. In the event that Grantee is successful in obtaining any such real estate tax exemption for the Easement Premises, then Grantee shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Easement is in effect (and Grantee shall execute such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Grantee is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Easement Premises, then Grantee shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Grantor so requests, take such actions as may be necessary to apply for such exemption (or continuation). For purposes hereof, the term "**Tax Exemption Date**" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Easement, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Easement is executed and delivered.

(e) Grantee shall notify Grantor in writing within thirty (30) days after the date Grantee ceases to use the Easement Premises and/or the Facilities and shall provide Grantor with a properly executed release of this Easement.

10. General Indemnity. To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor and 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 losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or

incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns ("Grantee Parties") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, 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).

11. Waiver. Any entry onto Grantor's Property by Grantee Parties shall be at such parties' sole risk, and Grantor makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding Grantor's Property or the condition of Grantor's Property (including, without limitation, the environmental condition thereof). To the fullest extent permitted under applicable law, each of Grantee Parties 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 such Grantee Parties in connection with any entry onto Grantor's Property pursuant to this Easement. This Section will survive termination of this Easement.

12. Insurance. (a) Grantee agrees to require its contractors, before commencing any work on the Easement Premises to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Grantor as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 04)) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars (\$4,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted. (CGL insurance includes, but is not limited to coverage for claims against Grantor for injuries to employees of Grantee and its contractors or any subcontractors) Grantor shall be added as an Additional Insured

providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$4,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

Grantee will, in any event, purchase and maintain during the term hereof:

COVERAGE #4

Commercial General Liability (CGL) Insurance (with coverage consistent with ISO CG 00 01 12 04) with a limit of not less than four million dollars (\$4,000,000) per occurrence covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations (CGL insurance includes, but is not limited to coverage for claims against Grantor for injuries to employees of Grantee and its contractors or any subcontractors). Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 2026 (11/85) or combination of ISO Form CG 20 10 10 01 and GC20 37 19 91. (ii) Automobile Liability in an amount of not less than \$1,000,000 per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

COVERAGE #5

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence.

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

(b) If any work on the Easement Premises involves or includes any contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Grantee and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Easement Premises. Coverage shall be maintained in an amount of at least five million dollars (\$5,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Grantor shall be included as an additional insured and the policy shall be primary with respect to Grantor as the additional insured.

(c) There shall be furnished to Grantor, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph. Insurance coverage as required herein shall be kept in force until all work has been completed. All policies shall contain a provision that coverages afforded under the policies will not be canceled or material change until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Grantor.

(d) Grantee shall provide evidence of the required insurance coverage under Coverage #4 and #5, which shall be delivered to Grantor upon execution of this document. The insurance under Coverage #4 and #5 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Grantee may, at its discretion, obtain. Grantee shall also provide Grantor with evidence of all of the insurance required hereunder prior to the effective date of the Lease whenever any insurance policy procured by Grantee hereunder is renewed and whenever Grantee obtains a new insurance policy hereunder.

(e) Insurance coverage provided by Grantee and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Grantor for Grantor's own negligence, (ii) limits the duty to defend Grantor under the policy, (iii) provides coverage to Grantor only if Grantee or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

(f) To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Grantor
- (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 Grantee's, or its Contractors' insurance carrier might exercise against Grantor; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

(g) Grantor 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 Grantee and/or its contractors.

(h) WAIVER OF SUBROGATION. Grantee and its contractors shall waive all rights of subrogation against Grantor under those policies procured in accordance with this Easement.

13. Environmental Protection.

(a) Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Grantee, nor any of Grantee Parties, 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 Easement Premises. Without limiting any other indemnification obligations of Grantee contained herein, Grantee hereby agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (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, assessed or asserted 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, spilled or released by any Grantee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Easement Premises. For purposes of this Easement, the term "**Hazardous Materials**" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "**Environmental Laws**" shall mean all federal, provincial, state and local environmental laws (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, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, 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., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, 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, ordinance or common law 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) If there are wetlands on the Easement Premises, or if wetlands should develop on the Easement Premises during the term of this Easement, Grantee shall strictly comply with and observe all applicable Environmental Laws. At Grantor's request, Grantee, at its cost, shall furnish Grantor with a survey of the Easement Premises delineating any wetland areas located on the Easement Premises. Under no circumstances shall Grantee change the physical characteristics of any wetland areas located on the Easement Premises or any adjoining land or place any fill material on any portion of the Easement Premises or adjoining land, without in each instance obtaining Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion), and only then in compliance with applicable Environmental Laws.

(c) Grantee shall provide Grantor with prompt written notice upon Grantee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Materials affecting the Easement Premises.

(d) This Section shall survive the expiration or other termination of the Easement.

14. Defaults. The occurrence of any of the following shall constitute an event of default (“**Event of Default**”) under this Easement:

(a) Grantee shall fail to pay when due any amount payable to Grantee hereunder and such failure continues for a period of ten (10) days after notice thereof from Grantor; or

(b) Grantee shall breach or violate any of its duties or obligations set forth in Section 9(c) or Section 12 of this Easement; or

(c) Grantee shall at any time be in default in any other covenants and conditions of this Easement to be kept, observed and performed by Grantee and such default continue for more than thirty (30) days (or such shorter time period as may specifically set forth in this Easement) after notice from Grantor; or

(d) A receiver, assignee or trustee shall be appointed for Grantee or if the Grantee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Grantee; or

(e) Grant shall fail to complete construction of the Facilities on or before thirty six (36) months after the date of this Easement or shall fail to operate or maintain the Facilities for a period of twelve (12) consecutive months.

15. Remedies. Upon the occurrence of an Event of Default, Grantor may exercise any one or more of the following remedies (which remedies shall survive the expiration or termination of this Easement and Grantee’s rights and privileges under this Easement):

(a) terminate this Easement and all rights and privileges of Grantee under this Easement by written notice to Grantee; or

(b) take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the rate of nine (9%) percent and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor’s presentment of demand therefor; or

(c) any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee’s obligations hereunder. Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney’s fees and costs incurred by Grantor in enforcing Grantee’s obligations under this Easement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Easement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in this Easement shall not constitute a waiver of any breach or violation of the terms or conditions of this Easement.

16. Notices. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either 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 their respective addresses as follows:

If to Grantor:

Commonwealth Edison Company
Three Lincoln Centre 4th FL
Oakbrook Terrace, Illinois 60181
Attn: Real Estate Services

with a copy to:

Exelon Business Services Company, LLC
Law Department
10 South Dearborn Street, 49th Floor
Chicago, Illinois 60613
Attn: Assistant General Counsel – Real Estate

If to Grantee:

Village of Lemont
418 Main Street
Lemont, Illinois 60439
Attn: Village Administrator

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

17. No Assignment by Grantee. This Easement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns and the owners of Grantee's Property and Grantor's Property, from time to time; provided, however, that Grantee shall have no right to assign all or any portion of its right, title, interest or obligation in this Easement or under this Easement without the prior written consent of Grantor, which consent may be granted or withheld by Grantor in its sole and exclusive discretion. Any attempt by Grantee to assign all or any portion of its interest hereunder in violation of the foregoing shall be void and of no force and effect. The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns (as to Grantee such assigns being limited to its permitted assigns), and the owners of Grantor's Property and Grantee's Property, from time to time. For purposes of this Easement, any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Grantee shall constitute an assignment of this Easement, and shall be subject to the terms and provisions of this Section 17. For purposes hereof, a "controlling" interest in Grantee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Grantee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Grantee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

18. Entire Agreement; Recitals. This Easement, the exhibits and addenda, if any, contain the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

The recitals set forth at the beginning of this document are hereby incorporated into this Agreement and made a part hereof.

19. Transfer by Grantor. Upon any transfer or conveyance of the Easement Premises by Grantor, the transferor shall be released from any liability under this Easement, and the transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance.

20. No Oral Change. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

21. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

22. Governing Law, Venue. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Easement (each a "**Proceeding**"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

23. Time is of the Essence. Time is of the essence of each and every provision of this Easement.

24. Severability. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Easement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Easement. In the event any provision of this Easement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Easement to its original intent and effect.

25. No Reinstatement. No receipt of money by Grantor from Grantee, after the expiration or termination of this Easement shall renew, reinstate, continue or extend the term of this Easement.

26. Non-Affiliated. By signing this Easement, Grantee affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, and their respective parents, subsidiaries and affiliates, nor has any affiliated interest in the Commonwealth Edison Company or Exelon Corporation, and their respective parents, subsidiaries and affiliates.

27. Counterparts. This Easement 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.

28. No Assessment. By signing this Easement Grantee agrees that Grantor or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local improvement project or otherwise charged for the cost of such improvements.

29. No Third Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.

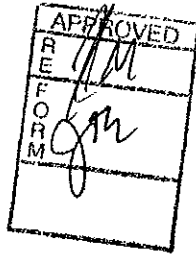
30. Illinois Commerce Commission Approval. Grantor and Grantee acknowledge that Grantor is a public utility regulated by the Illinois Commerce Commission (“Commission”) and other governmental authorities, and this Easement and the obligations of the parties hereto are subject to all legal requirements applicable to Grantor as a public utility. Although it is not expected that the Commission’s or other governmental authority’s approval will be required for this Easement, the rights and obligations of the parties hereunder are conditioned upon the Commission’s and any other applicable governmental authority’s approval of this Easement, under any circumstances in which such approval is required. It is further agreed and understood that this Easement may be terminated by Grantor immediately at any time in the event that Grantor is required to do so by the Commission or some other governmental authority.

31. Labor Relations. Neither Grantee nor any of Grantee’s authorized agents shall, at any time, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Easement Premises, or permit any materials to be delivered to or used in the Easement Premises, if, in Grantor’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 Grantor’s Property (or any other property) by Grantor, Grantee or others, or the use and enjoyment of Grantor’s Property by Grantor or other lessees or occupants of Grantor’s Property. In the event of such interference or conflict, upon Grantor’s request, Grantee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave Grantor’s Property immediately.

32. Independent System Operator. In the event responsibility for management or operation of all or any portion of Grantor’s electrical transmission facilities located in or on the Grantor’s Property is transferred or assigned by Grantor to an independent system operator (“ISO”) or another third party, then Grantee agrees to recognize the right of such ISO or third party to exercise all or any part of Grantor’s rights under this instrument.

33. Additional Requirements. Grantee shall comply with all of the additional requirements set forth on and contained in Exhibit D attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.



COMMONWEALTH EDISON COMPANY

By: _____
Timothy Hughes
Director, Real Estate and Facilities

VILLAGE OF LEMONT

By: _____
Name: _____
Mayor

SCHEDULE OF EXHIBITS

- A Legal Description of Grantor's Property
- B Easement Diagram and Legal Description of Easement Premises
- C Easement Plans
- D Additional Requirements

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Timothy Hughes, personally known to me to be the Director, Real Estate and Facilities of COMMONWEALTH EDISON COMPANY, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Director, he signed and delivered such instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2012.

Notary Public

Commission expires:_____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered such instrument pursuant to authority given by the _____ of such _____, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such _____, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 20__.

Notary Public

Commission expires:_____

EXHIBIT A TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

THE WEST TWO HUNDRED FIFTY (250) FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 22-26-401-001

P.L.N. 22-28-401-001

PLAT OF EASEMENT FOR 12" WATER MAIN PURPOSES GRANTED TO THE VILLAGE OF LEMONT

OVER

THE SOUTH 10.00 FEET OF THE NORTH 50.00 FEET OF THE WEST 250.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



SCALE: 1"=50'

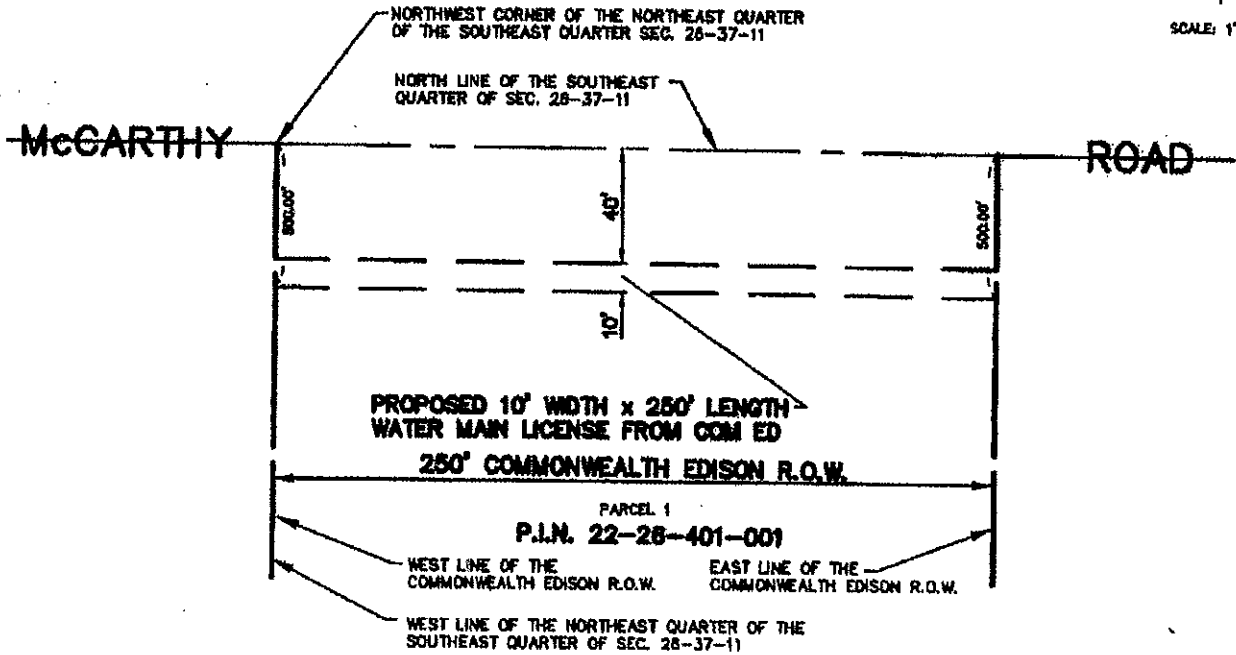


EXHIBIT "B"

SIGNATURE

1-24-12

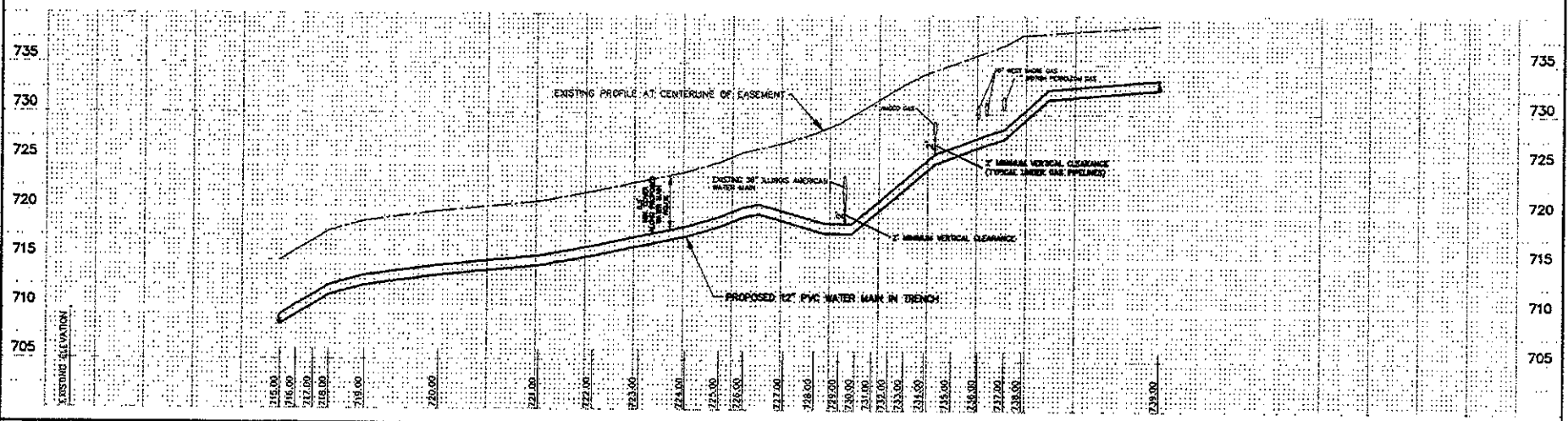
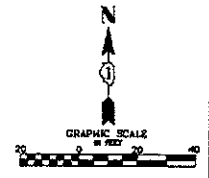
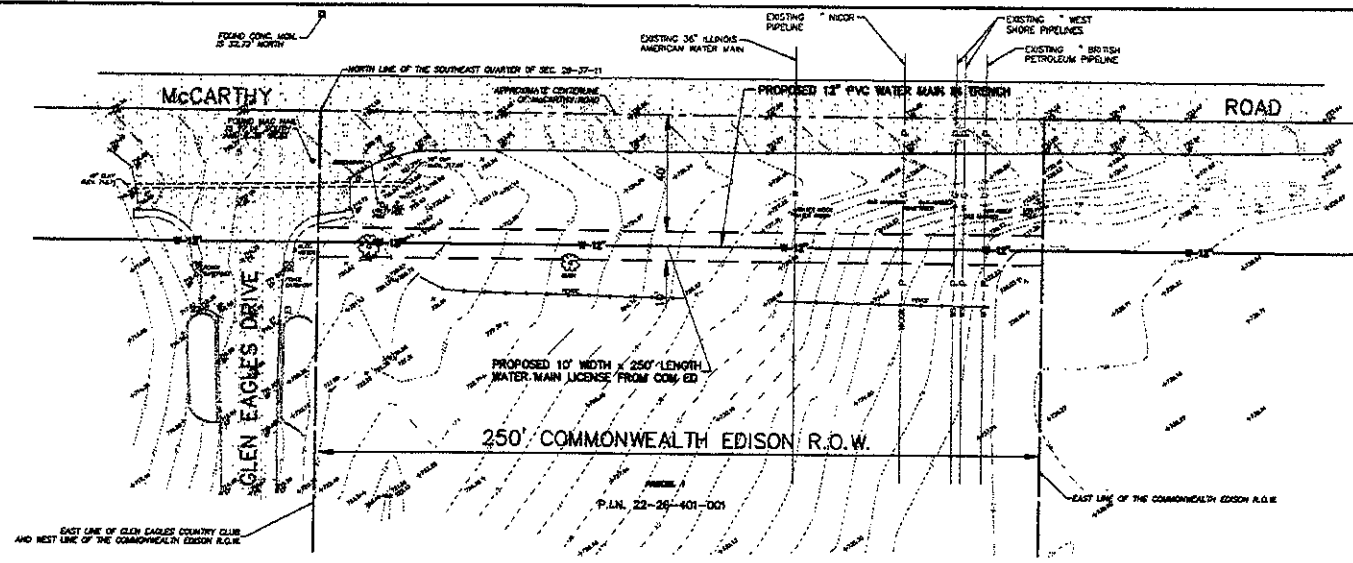
DATE

JAMES L. CAINKAR, P.E.
IL. P.L.S. NO. 2656
EXPIRES 11-30-12

DATE: 1/24/12 PROJECT NO. 11120 SHEET 1 OF 1

McGARTHY ROAD LICENSE

EXHIBIT C



Frank Novotny & Associates, Inc.
 Civil Engineers 635 Midway Drive • Wilmette, IL • 40217 • Telephone: (847) 961-8640 • Fax: (847) 961-0339
 Illinois Professional Design Firm No. 254-000980

PROJECT
VILLAGE OF LEMONT, ILLINOIS
COM ED LICENSE AT MCCARTHY ROAD

REVISIONS			
NO.	BY	DATE	DESCRIPTION

PLAN & PROFILE:
 COM ED EASEMENT-
 NORTH LICENSE AT MCCARTHY ROAD

PROJECT NO.
11120
 SCALE
H:1"=20'; V:1"=5'
 DRAWN/DESIGNED
JFP/JLC
 DATE
JULY, 2011
 CHECKED/APPROVED
THK/JLC
 FIELD BOOK NO.
AREA

SHEET
1
 OF
1
 SHEETS

EXHIBIT D TO EASEMENT AGREEMENT

ADDITIONAL REQUIREMENTS

1. Grantee's request to remove the spoil from the Leased Premises and replace with gravel is acceptable provide the Grantee utilizes a CA6 or better gravel.
2. Grantee's proposed grade changes cannot exceed eight (8) inches within the right-of-way unless Grantee can ensure that the existing drainage patterns are not affected, storm water does not pool on the right-of-way or adjacent properties and Grantor's NESC safety clearances are not violated.
3. Subsurface utilities should have a minimum of six (6) feet of ground cover on Grantor's Property and cross the Grantor's Property at nearly 90 degrees.
4. Subsurface utility installations and excavations shall be a minimum of fifteen (15) feet away from any transmission structure.
5. Grantee should not leave trenches open overnight. Also, Grantee cannot place any obstruction on Grantor's Property that will restrict the Grantor's ability to access, operate and maintain existing and future transmission and distribution facilities.
6. Grantee's equipment cannot exceed fourteen (14) feet in height on the Easement Premises.
7. Grantee cannot leave construction equipment and materials on the Easement Premises when there is no work activity.
8. The Facilities must be designed for HS20 axle loading per AASHTO highway specification.
9. When working in the vicinity of Grantor's electric transmission lines during the installation OSHA requirements must be followed.
10. Under not circumstances, should truck beds be raised underneath Grantor's transmission lines. **This note should be added to any construction drawings.**
11. Grantee must be aware that Grantor does use heavy equipment and cannot be responsible for any damage to the Facilities that may occur due to the Grantor's right to access the Easement Premises to operate and maintain new and existing transmission and distribution facilities.
12. Upon completion of the project, the Grantee must remove any equipment, construction debris and material from the right-of-way and restore any undisturbed areas of the right-of-way to their pre-constriction condition.
13. Grantor requires a clearance for any underground cable, direct buried and/or in conduit, to be no less than twelve (12) inches.
14. Environmental Requirements
 - Grantee must obtain all applicable environmental permits including Wetlands and NPDES stormwater permits as required under the Clean Water Act as well as any other applicable environmental permits for its use of the Easement Premises and for its Facilities.
 - All applicable regulations must be followed including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices.
 - If the construction of the Facilities requires excavation of soil or waste from the Easement Premises, all such soil or waste must be removed by a Grantor's environmental Contractor of Choice (COC)
 - If the construction of the Facilities requires additional soil, only clean fill shall be used.
 - No vehicles may be stored on the Easement Premises.
 - In the event of a leak/spill on or from the Easement Premises, Grantee must notify Grantor within 24 hours and provide a written report to Grantor within 5 business days.

- **Should Grantor request any of the following materials at any time or from time to time, Grantee must be prepared to provide the following information to Grantor (please reference Project Code SR 3004795 in any communications with ComEd)**
 - **A letter that summarizes the results of Grantee's analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, endangered species impacts, etc.) in connection with the construction, operation or maintenance of the Facilities.**
 - **A copy of any environmental permits required or obtained by Grantee for the construction, operation, use and maintenance of the Facilities and Grantee's use of the Easement Premises.**
 - **A copy of any environmental reports required by any of the required permits.**
 - **A copy of documentation on the substance (MSDS or similar) that is transported through the Facilities.**
 - **A copy of any documentation regarding Grantee's leak detection process.**