TEMPORARY CONSTRUCTION ACCESS
LICENSE AGREEMENT

THIS TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT (the "Agreement") is made and entered into as of November 1, 2024, by and between **WHEATON PARK DISTRICT,** an Illinois park district and unit of local government (the "Licensor"), and **Commonwealth Edison (ComEd),** an Illinois Corporation (the "Licensee"). Licensor and Licensee are hereinafter sometimes jointly referred to as the "Parties".

RECITALS

a. Licensor owns certain real property in the City of Wheaton, DuPage County Illinois, legally described in **Exhibit A** attached to and incorporated by reference in this Agreement, which is commonly known as the Lincoln Marsh (the "Property").

b. Licensee desires to perform replacement of two wood poles, and requires access through the park with matting to allow equipment to reach the poles and has requested permission from Licensor to enter upon the Property from the park at a point south of the property, as depicted on **Exhibit A** attached to and incorporated by reference in this Agreement (the "Licensed Premises"), for the sole purpose of access to the adjacent property (the "Licensed Activities").

c. Licensee has represented to Licensor and Licensor concurs that there are no better means of access than from the Licensed Premises.

d. In view of the circumstances, Licensor is willing to grant permission to Licensee to use the Licensed Premises for the Licensed Activities, upon and subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above recitals are hereby incorporated in their entireties by reference in this Agreement.

2. Licensor hereby grants to Licensee a temporary license (the "License") to use the Licensed Premises for the Licensed Activities, upon and subject to the terms and conditions set forth in this Agreement.

3. The License shall commence upon execution of this Agreement and shall expire 2 months from the date of execution unless extended in writing by Licensor or unless sooner terminated by Licensor in accordance with paragraph 20, below (the "License Term"). The obligations of Licensee under this Agreement shall survive the expiration or termination of the License and under no circumstances shall any such obligation be deemed discharged until fully performed in accordance with the provisions of this Agreement.

4. The License shall be used and enjoyed solely by Licensee and its duly authorized employees, agents and contractors for the Licensed Activities, and Licensee shall not assign its License rights in whole or in part or grant permission to traverse, enter upon or otherwise use the Licensed Premises to any other person.

5. No equipment or machinery shall be brought or permitted to come onto the Property except along the Licensed Premises, and subject to such reasonable restrictions as shall be specified by Licensor.

6. No equipment, machinery, tools or materials shall be stored or be permitted to remain overnight on the Property.

7. No explosives or flammable or hazardous substances of any kind shall be transported across, brought upon, or stored or deposited on, the Property.

8. The Licensed Premises at all times shall be kept free of accumulations of debris, waste and garbage.

9. Licensor shall have the right at any time to:

(a) impose weight and load restrictions which Licensor reasonably determines are necessary or advisable under the circumstances;

(b) suspend the License for safety or health reasons or for breach by Licensee of any of its obligations under this Agreement, without waiving Licensor's right to terminate the License as provided in paragraph 20, below.

10. Licensor's reservation of such rights or its failure to exercise same shall not impose or create any responsibility or liability on Licensor or affect, reduce or nullify in any way Licensee's obligations under this Agreement, including without limitation its obligations under paragraphs 15, 16 and 17, below.

11. Licensor shall have the right to use the Property including the Licensed Premises at any time for any purpose which does not unreasonably interfere with the License, including permitting the construction, maintenance and operation on, over or under the Property of any public utility facility. Licensor shall have the right to enter upon the Licensed Premises at any time(s) to inspect, maintain or repair the Property including the Licensed Premises and improvements thereon, to determine Licensee's compliance with the terms and conditions of this Agreement, and for any other lawful purpose(s).

12. Licensee shall conduct and shall require its employees, agents and contractors to conduct the Licensed Activities at all times in a safe manner. In furtherance and not in limitation of such obligation, Licensee will protect the public from the equipment during access, as depicted on **Exhibit A**.

13. Licensee shall comply with all applicable federal, state and local laws, rules and regulations in the conduct of the Licensed Activities.

14. Upon termination of the License by expiration or otherwise, Licensee at its sole cost and expense shall restore the Licensed Premises and any other affected portion(s) of the Property to the condition existing immediately prior to the commencement of any activity thereon by Licensee. Additionally, Licensee at its sole cost and expense shall repair all damage to the Licensed Premises, any improvements located thereon and any other affected portion(s) of the Property and replace all lost or destroyed items. By way of example and not limitation, all turf areas will be replaced and sodded to match the existing turf areas adjacent to the Licensed Premises. Any damage to sidewalks or paths will be repaired or replaced as reasonably deemed necessary by Licensor. All restoration, repair and replacement shall be completed to the reasonable satisfaction of Licensor within thirty (30) days after the end of the License Term or, if due to weather conditions or other circumstances which, in Lessor's opinion, would make any such restoration, repair and replacement inadvisable, then within such later time period as Licensor reasonably shall request.

15. Licensee shall conduct its operations on the Property entirely at its own risk. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby forever waives, relinquishes and discharges and holds harmless Licensor, its park commissioners, officers, employees and agents from, any and all claims of every nature whatsoever, which Licensee may have at any time against Licensor, its park commissioners, officers, employees and/or agents, including without limitation claims for personal injury or property damage sustained or incurred by Licensee or any person claiming by, through or under Licensee, relating directly or indirectly to the Project.

16. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

17. In addition to, and in furtherance and not in limitation of, Licensee's obligations in paragraphs 14 and 15, above, and at no cost to Licensor, Licensee shall require its contractor(s) performing work on the Project to obtain and keep in full force and effect for the duration of the term of this Agreement, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits or greater if required by law, as provided on **Exhibit B** attached to and incorporated by reference in this Agreement.

18. Licensee shall not cause or suffer or permit to be created any mechanic's or material men's liens or claims against the Property. Licensee shall defend, indemnify and hold harmless Licensor from and against any such claims or liens.

19. The License granted Licensee hereunder may be terminated prior to its expiration date:

a. immediately upon written notice to Licensee in the event Licensee or its contractor(s) shall fail to procure or maintain the insurance required under paragraph 17, above, or shall fail to provide evidence of such coverage as required above; or

b. immediately upon Licensee's failure to remedy or obtain remedy by its contractor(s) of any breach of any term or condition of this License Agreement (other than paragraph 17 regarding insurance) within twenty (20) days after written notice of such breach is delivered to Licensee; or

c. immediately upon abandonment of the Project by Licensee or its contractor(s).

20. This Agreement and the License granted hereunder does not create any title to or interest in the Property, in whole or in part, in favor of Licensee, or any property rights.

21. No waiver of any rights which Licensor has in the event of any default or breach by Licensee under this Agreement shall be implied from failure by Licensor to take any action on account of such breach or default, and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

22. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by registered or certified mail, return receipt requested, to the Parties at their respective addresses provided below, or as either party may otherwise direct in writing to the other party from time to time. Notices sent by mail shall be deemed delivered the second day after deposit in the mail.

If to Licensee:

ComEd
Three Lincoln Centre 7th FL
Oakbrook Terrace, IL 60181

Attention: Shemeka Wesby

If to Licensor:

Wheaton Park District
102 E. Wesley
Wheaton, IL. 60187

Attention: Michael Benard

23. This Agreement contains the entire agreement between the Parties with respect to the use of the Property by Licensee in connection with the Project and cannot be modified except by writing, dated subsequent to the date hereof and signed by both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer, as of the year and date first above written.

LICENSEE:
COMED

By: _____

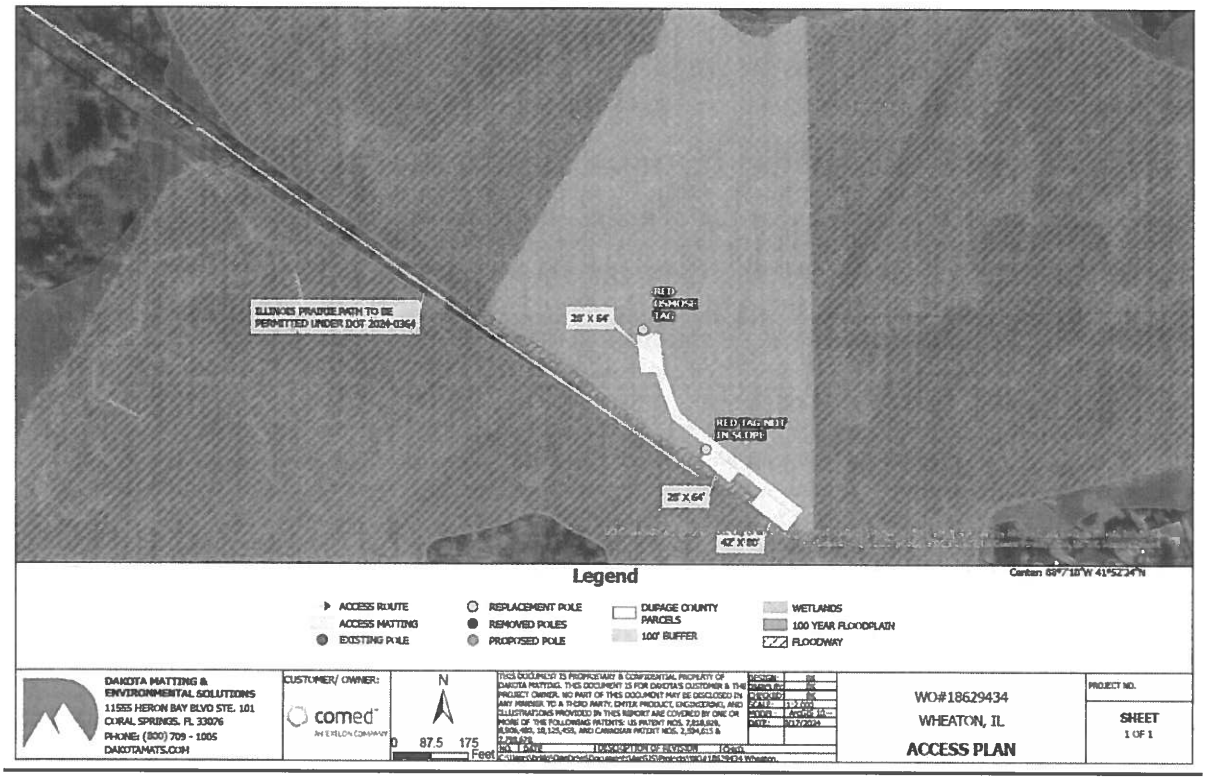
Title: Director, Real Estate and Environmental Svcs.

LICENSOR:
WHEATON PARK DISTRICT

By: _____

Title: Executive Director

EXHIBIT A
LINCOLN MARSH



DAKOTA MATTING & ENVIRONMENTAL SOLUTIONS
11555 HERON BAY BLVD STE. 101
CORAL SPRINGS, FL 33076
PHONE: (800) 709 - 1005
DAKOTAMATS.COM

CUSTOMER/ OWNER: comed

N

0 87.5 175 Feet

THIS DOCUMENT IS PROPRIETARY & CONFIDENTIAL PROPERTY OF DAKOTA MATTING. THIS DOCUMENT IS FOR DAKOTA'S CUSTOMER & THE PROJECT OWNER. NO PART OF THIS DOCUMENT MAY BE DISCLOSED IN ANY MANNER TO A THIRD PARTY, EMITER PRODUCT, ENGINEERING, AND ILLUSTRATIONS PROVIDED IN THIS REPORT ARE COVERED BY ONE OR MORE OF THE FOLLOWING PATENTS: US PATENT NOS. 7,818,928, 8,926,480, 10,125,458, AND CANADIAN PATENT NOS. 2,594,615 & 2,788,629.

NO.	DATE	DESCRIPTION OF REVISION	BY

DESIGN:	BK
DRAWN BY:	BK
APPROVED:	BK
SCALE:	1:1,000
PAPER:	ANSI B (11" x 17")
DATE:	8/7/2024

WO#18629434
WHEATON, IL
ACCESS PLAN

PROJECT NO.

SHEET
1 OF 1

EXHIBIT B
INSURANCE AND INDEMNIFICATION REQUIREMENTS

CONTRACTOR

A. The Contractor shall acquire and keep in force at all times during the Term of this Agreement, the following insurance coverage:

(i). Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, smoke and fire, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
The Park District, its elected and appointed officials, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.
There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from smoke, fire, pollution, explosion, collapse, or underground property damage.

(ii). Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

(iii). Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor shall waive subrogation and all other rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

(iv). General Insurance Provisions

a). Evidence of Insurance
Prior to beginning Work, Contractor shall furnish to the Park District with a certificate(s) of insurance

and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District

Failure to maintain the required insurance may result in termination of this Contract at the Park District's option.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

b). Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

c). Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d). Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e). Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.