

**RESOLUTION R-68-15**

**RESOLUTION AUTHORIZING THE EXECUTION  
OF A CERTAIN TEMPORARY LICENSE AGREEMENT**

WHEREAS, Commonwealth Edison Company ("ComEd") owns certain real property commonly known as the ("Subject Premises") located in the SW quarter of Section 16, Township 39 North, Range 10 East of the third principal falling within the Commonwealth Edison right-of-way, in DuPage County, Illinois, and

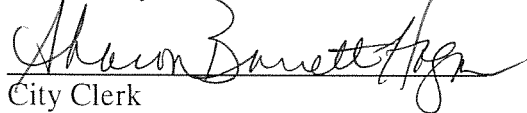
WHEREAS, the City of Wheaton ("Licensee") desires to gain access to and use a portion approximately 895 square feet of the Subject Premises described on Exhibit "A" attached to this Agreement (such portion of the Subject Property is hereinafter referred to as the "Licensed Premises") for purposes described on Exhibit "B" attached to this Agreement ("Permitted Uses"), and

WHEREAS, ComEd and Licensee desire to enter into this Agreement for the purposes of granting Licensee a license to access and use the Licensed Premises for the Permitted Uses, upon and subject to the terms, provisions and conditions set forth herein.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to sign a certain Temporary License Agreement dated November 2, 2015, between the City of Wheaton and Commonwealth Edison Company, and the City Clerk is authorized to attest to the signature of the Mayor.

ADOPTED this 2<sup>nd</sup> day of November, 2015.

Attested by:

  
City Clerk

  
Mayor

Roll Call Vote

Ayes:

Councilman Prendiville  
Councilman Rutledge  
Mayor Gresk  
Councilman Saline  
Councilman Scalzo  
Councilwoman Fitch

Nays:

None

Absent:

Councilman Suess

Motion Carried Unanimously



SW 1/4 SEC.16 TWP. 39N RANGE.10 EAST  
OF THE THIRD PRINCIPAL MERIDIAN  
MILTON TOWNSHIP  
DUPAGE COUNTY, ILLINOIS  
ComEd REGION: NORTH  
ComEd TAX PARCEL: 6361  
P.I.N.: 05-16-310-001  
LICENSE #: 1033254

## TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT ("**Agreement**") is made as of November 3, 2015 by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation ("**ComEd**"), and THE CITY OF WHEATON (hereinafter referred to as "Licensee") whose address is 303 W. WESLEY STREET, WHEATON, ILLINOIS. 60187-0727.

### RECITALS

ComEd owns certain real property commonly known as the ("**Subject Premises**"), located in the SW quarter of Section 16, Township 39 North, Range 10 East of the third principal falling within the Commonwealth Edison right-of-way, in DUPAGE County, Illinois.

A. Licensee desires to gain access to and use a portion approximately 895 square feet of the Subject Premises described on Exhibit "A" attached to this Agreement (such portion of the Subject Property is hereinafter referred to as the "**Licensed Premises**") for purposes described on Exhibit "B" attached to this Agreement ("**Permitted Uses**").

B. ComEd and Licensee desire to enter into this Agreement for the purposes of granting Licensee a license to access and use the Licensed Premises for the Permitted Use, upon and subject to the terms, provisions and conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars and other good and valuable consideration, the Recitals set forth above which are incorporated herein and made a part hereof, the receipt and sufficiency of which are hereby acknowledged, ComEd and Licensee do hereby agree as follows:

1. Term: The term of this License (the "**Term**") shall commence on August 1st, 2015 (the "**Commencement Date**") and shall expire on April 30th, ~~2015~~ <sup>2016 JPK</sup> (the "**Expiration Date**"), unless sooner terminated pursuant to the terms of this Agreement or in accordance with law.

2. License Fee. In consideration of the use of the Licensed Premises, Licensee agrees to pay to ComEd the following license fee, in addition to all other payments to be made by Licensee hereunder: **\$2,145.00** concurrently with the execution and delivery by Licensee of this License for the Term (collectively, the "**License Fee**"). The License Fee shall be paid in lawful money of the United States and mailed to:

Commonwealth Edison Company  
Three Lincoln Centre  
Oakbrook Terrace, IL 60181  
Attn: Real Estate & Facilities

unless otherwise designated by Licensor in writing. Licensee's obligations to pay the License Fee is independent of each and every covenant contained in this License.

3. Access. During the Term, Licensee shall have a non-exclusive right and license to enter onto the Licensed Premises for the sole purpose of using the Licensed Premises for the Permitted Use, subject to and in accordance with the terms and conditions of this Agreement. Licensee understands and agrees that any entry onto the Licensed Premises and use by Licensee shall occur only during the Use Period and shall be conducted so as not to interfere with, and shall take into consideration, the use and operation of the Subject Premises by ComEd, and its tenants, employees, agents, contractors and licensees, and all other users or occupants of the Subject Premises (collectively, "**ComEd Parties**"). In no event shall Licensee be permitted to gain access to, damage, disrupt or interfere in any way with any equipment, facilities or property of any kind of ComEd (including, without limitation, any property used for or in any way related to the generation, transmission or distribution of electricity or communications sounds or signals) or of any ComEd Parties. ComEd (and its contractors and agents) shall have the right (but not the obligation) to accompany Licensee during any entry onto the Licensed Premises. In no event shall Licensee conduct any invasive testing on the Licensed Premises. Prior to any entry onto the Licensed Premises by Licensee, Licensee shall deliver to ComEd certificates of insurance satisfactory to ComEd evidencing that Licensee carries and maintains the insurance as described in Exhibit "D" attached to this Agreement with such companies satisfactory to ComEd in ComEd's sole and absolute discretion.

4. Indemnity. To the maximum extent permitted under applicable law, Licensee agrees to protect, indemnify, defend (with counsel reasonably acceptable to ComEd) and hold harmless ComEd, Exelon Corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees and any and all costs related to obtaining the use of alternative space in the event that ComEd is unable to use all or any portion of the

Subject Premises) 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 Licensee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assign (collectively, the "**Licensee Parties**") at, on or about the Subject Premises, and/or (ii) any breach or violation of this Agreement on the part of Licensee and notwithstanding anything to the contrary in this License, such obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive any termination of this Agreement. This Section shall survive the expiration or other termination of the Agreement.

5. Expiration. Except during the Term, Licensee shall have no further rights, license or authority whatsoever to enter or be present upon the Licensed Premises under this Agreement. Licensee shall cause all personal property brought upon the Licensed Premises by Licensee to be removed promptly upon the expiration date of the Term and shall leave the Licensed Premises (and all improvements, personal property and fixtures thereon) in the same condition as it was in on the Commencement Date, normal wear and tear excepted.

6. Waiver. Any entry onto the Licensed Premises by Licensee and each and every Licensee Party shall be at its sole risk, and ComEd makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Licensed Premises or the condition of the Licensed Premises (including, without limitation, the environmental condition thereof). Licensee and each and every Licensee Party, to the fullest extent permitted under applicable law, hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Licensee and/or any Licensee Party in connection with any entry onto the Licensed Premises pursuant to this Agreement. Without limiting the generality of the foregoing, in no event shall any of the Indemnified Parties be responsible or liable for any loss, damage, destruction, theft or misappropriation of any of the property of Licensee or any Licensee Party. This Section will survive termination of this Agreement.

7. Environmental Protection.

A. General. Licensee covenants and agrees that it shall conduct its operations on the Licensed Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Licensee nor any Licensee 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 Substances (as hereinafter defined) in, on, under or from the Licensed Premises. Without limiting any other indemnification obligations of contained herein,

hereby agrees to protect, indemnify, defend (with counsel reasonable acceptable to ComEd) 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 or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled or released by Licensee, any of the Licensee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Licensed Premises. For purposes of this Agreement, the term "**Hazardous Substances**" 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 Substances, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 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 of 1980, 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 or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

B. Wetlands. If there are wetlands on the Licensed Premises, or if wetlands should develop on the Licensed Premises during the Term of this Agreement, Licensee shall strictly comply with and observe all applicable Environmental Laws. At ComEd's request, Licensee, at its cost, shall furnish ComEd with a survey of the Licensed Premises delineating any wetland areas located on the Licensed Premises. Under no circumstances shall Licensee change the physical characteristics of any wetland areas located on the Licensed Premises or any adjoining land or place any fill material on any portion of the Licensed Premises or adjoining land, without in each instance obtaining ComEd's prior written consent (which may be granted or withheld in ComEd's sole discretion), and only then in compliance with applicable Environmental Laws.

C. Notice of Violation/Release. Licensee shall provide ComEd with prompt written notice upon obtaining knowledge of the existence of any Hazardous Substances on, in or under the Licensed Premises in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Substances affecting the Licensed Premises.

D. Survival. This Section shall survive the expiration or other termination of the Agreement.

8. Zoning. Licensee hereby acknowledges that ComEd has made no representations that the Licensed Premises may be used or is properly zoned for the Permitted Use, and further agrees that it will (at its sole cost and expense) obtain all necessary permits and other approvals prior to undertaking the Permitted Use. Licensee assumes all obligations and responsibilities for compliance with all "Legal Requirements" (as hereinafter defined) including, without limitation, all applicable zoning laws and ordinances, building codes and governmental regulations. This Agreement is not preconditioned on obtaining any zoning or use permits or approval. This Agreement does not constitute the authority to seek a zoning change to permit the Permitted Use, and in no event shall seek or apply for any such zoning change to the Licensed Premises without ComEd's prior written consent.

9. Compliance. Licensee shall fully comply with all applicable laws, codes, rules, regulations and ordinances, and all of the terms, provisions and conditions of any applicable covenants, conditions and restrictions affecting the Subject Premises, in connection with any entry thereupon pursuant to the Agreement (collectively, "**Legal Requirements**"). In no event shall Licensee place, suffer, allow or permit any lien, charge or other encumbrance (including, without limitation, any mechanics' lien) to be placed on the Subject Premises in connections with any entry thereupon. In the event that Licensee shall fail to strictly comply with any of its duties or obligations under this Agreement, ComEd shall be entitled to immediately revoke all rights, benefits and privileges conferred upon Licensee under this Agreement, and in addition, shall have the right to exercise and/or enforce any and all rights and remedies to which ComEd is entitled at law or in equity. Without limiting the generality of the foregoing, ComEd shall have the right (but not the obligation) to itself cure any breach or default by Licensee under this Agreement (which may include, without limitation, the right to pay and satisfy any lien, charge or encumbrance placed, suffered, allowed or permitted by Licensee with respect to the Subject Premises), at Licensee's sole costs and expenses, and in the event ComEd so elects, Licensee shall reimburse Licenser for all costs and expenses sustained or incurred by ComEd in connection therewith, together with interest accruing on any such costs and expenses from the date of payment by ComEd at a rate equal to ten percent (10%) over the Corporate Base Rate of Interest announced by Chase Bank (or its successors) from time to time. This Section shall survive the termination of this Agreement.

10. License Only. Notwithstanding anything to the contrary contained herein, ComEd and Licensee acknowledge and agree that any and all rights conferred upon Licensee pursuant to this Agreement create a non-exclusive license only, and that no lease, tenancy, leasehold, easement or other right or interest of any kind or nature (other than a license) is created or conferred pursuant to this Agreement. In no event shall Licensee have or be entitled to any right, remedy or privilege under the State of

Illinois Forcible Entry and Detainer Law, or any local, county, state or federal law, rule, regulation or ordinance similar thereto.

11. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address listed opposite the signatures below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery.

12. Confidentiality. Licensee hereby covenants with ComEd that, except to the extent required by applicable law or order by a court of competent jurisdiction, neither Licensee, nor any of its agents, contractors or representatives shall disclose or reveal any information regarding the Licensed Premises (or any property thereon) to any party or entity other than ComEd.

13. Miscellaneous. This Agreement shall be governed by the laws of the State of Illinois. If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument. The obligations of the Licensee hereunder are joint and several. Licensee shall comply with all Additional Requirements listed on Exhibit "E" attached hereto.

14. Termination. This Agreement, and Licensee's right to access and use the Licensed Premises, may be terminated by ComEd, in ComEd's sole and absolute discretion, upon sixty (60) days advance written notice to Licensee.

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



Real Estate and Facilities  
Three Lincoln Centre, 4<sup>th</sup> Floor  
Oakbrook Terrace, Illinois 60181

## LICENSOR

COMMONWEALTH EDISON COMPANY, an  
Illinois corporation

By: Timothy Hughes  
Name: Timothy Hughes  
Its: Director

## LICENSEE

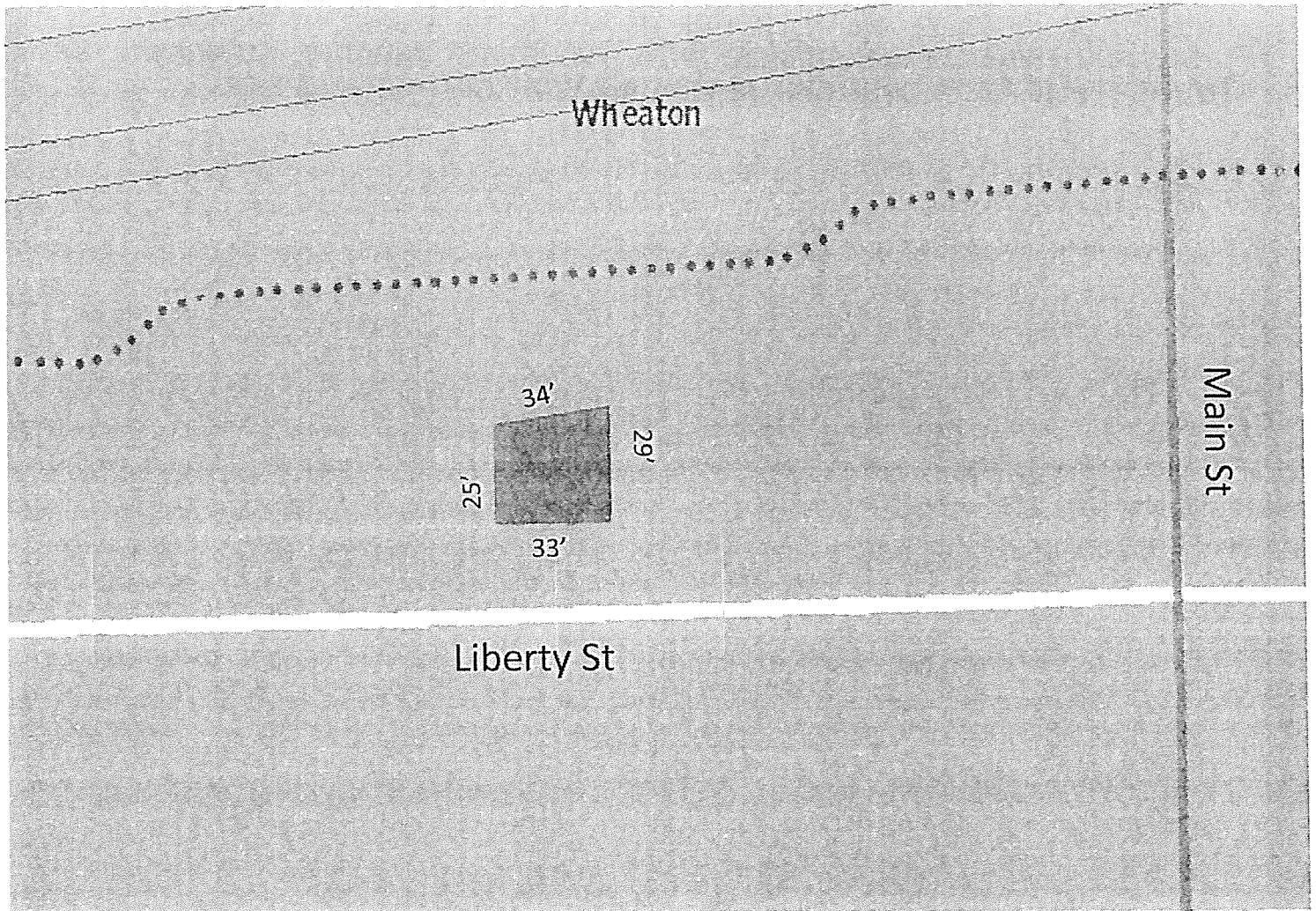
Address

By: Michael J. Greer  
Name: Michael J. Greer  
Its: Mayor

**EXHIBIT "A"**

Licensed Premises

Exhibit 'A'



Not to scale

## EXHIBIT "B"

### Permitted Use

FOR THE PURPOSE OF VEHICULAR INGRESS AND EGRESS AND PARKING OF PASSENGER VEHICLES ONLY IN CONNECTION WITH THE ADJACENT RAILROAD LINE AND OTHER ROUTINE BUSINESS WITH THE CITY OF WHEATON, SUBJECT TO THE TERMS AND CONDITIONS HEREIN, AND FOR NO OTHER PURPOSE.

## **EXHIBIT D**

### **Insurance Requirements**

(current 9/29/2010)

Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain, or at the option of Tenant to itself purchase and maintain, at the cost of Tenant 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 Landlord 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 Landlord for injuries to employees of Tenant and its contractors or any subcontractors) Landlord 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.

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

#### COVERAGE #4

- (i) 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 Landlord for injuries to employees of Tenant and its contractors or any subcontractors). Landlord 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.

Tenant may substitute lower limits for any of the policies listed above, provided that Tenant 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.

If any work on the Leased Premises involves or includes Contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Tenant and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of or 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 Leased 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. Landlord shall be

included as an additional insured and the policy shall be primary with respect to Landlord as the additional insured.

There shall be furnished to Landlord, 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 Landlord .

Tenant shall provide evidence of the required insurance coverage under Coverage #4 and #5, which shall be delivered to Landlord 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 Tenant may, at its discretion, obtain. Tenant shall also provide Landlord with evidence of all of the insurance required hereunder prior to the effective date of the Lease whenever any insurance policy procured by Tenant hereunder is renewed and whenever Tenant obtains a new insurance policy hereunder.

Insurance coverage provided by Tenant 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 Landlord; any endorsement limiting coverage available to Landlord which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Landlord for Landlord's own negligence, (ii) limits the duty to defend Landlord under the policy, (iii) provides coverage to Landlord only if Tenant 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.

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 Landlord
- (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 Tenant's, or its Contractors' insurance carrier might exercise against Landlord; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Landlord 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 Tenant and/or its contractors.

#### WAIVER OF SUBROGATION

Tenant and its contractors shall waive all rights of subrogation against Landlord under those policies procured in accordance with this Lease.



## EXHIBIT "E"

### Additional Requirements

1. Licensee shall maintain security for the Subject Premises at all times before, during the Use Period. Licensee shall control, inventory, and maintain detailed records of all keys issued for the Licensed Premises, provided upon request of ComEd.
2. Licensee, at its sole expense, shall comply, and cause the Licensed Premises to comply, with all Legal Requirements. In addition, Licensee covenants and agrees that it will not commit waste, loss or damage to the Licensed Premises or any other property of ComEd.
3. Licensee is also responsible, and shall reimburse ComEd on demand, for any and all actual out of pocket costs incurred by ComEd into overseeing the Licensee activities in the Licensed Premises, including any costs of ComEd's personnel, as well as the cost of any ComEd-owned materials the Licensee uses in the Licensed Premises.
4. Licensee shall maintain and operate all equipment it uses on the Licensed Premises in a safe manner.
5. The following uses require written prior written approval of the ComEd:
  - a. Use of the Licensed Premises as parking or laydown space
  - b. Physical changes to the Licensed Premises, including but not limited to tree trimming, re-grading, and landscaping
  - c. Access to secured property and or facility
  - d. To perform mechanical maintenance on or of equipment vehicles on the Licensed Premises
6. Prohibited uses include, but are not limited to:  
Personal use of the Licensed Premises of any kind  
Storage of equipment and/or materials in undesignated areas
7. No vehicles or equipment using the Licensed Premises shall exceed 14 feet in height.
8. Upon expiration of this License Agreement the Licensed Premises shall be returned to the original condition, removing all gravel and reseeding.
9. The Licensee has been provided with a high-level concept sketch of where ComEd's future structures will be installed. This is a good-faith approximation by ComEd and the locations are subject to change upon detailed engineering when the line is to be installed in the future. This Agreement is subject to and conditioned upon Licensee cooperating and accommodating ComEd's future

installation, including responsibility for installing vehicle barriers to protect ComEd's future installations.

10. This Licensed Premises is to be used for overflow parking only and not to meet zoning requirements.
11. Licensee is not allowed to pile snow on, under, or near any of the lattice structures nor are they allowed to pile snow under the overhead wires that will attract individuals to play in or on it. All material snow fall should be removed from the Licensed Premises. Licensee shall not allow any of their operators to access the top of the trailers or vehicles to clear snow. Any snow removal from the trailer or vehicle roofs shall be done off-premises.
12. Licensee is required to install vehicular barriers using ComEd specification C9520 or equivalent around any towers and specification C5295 around any pole structures located in the Licensed Premises and ground connections using ComEd specification C9487, all in accordance with the requirements of Exhibit "C".
13. No obstructions shall be placed within 15' of existing distribution facilities (wood poles) or other ComEd equipment to ensure that these facilities are easily accessible in case of an emergency.
14. Licensee cannot raise grade within the right-of-way without providing full engineering plan and profiles satisfactory to ComEd in its sole discretion. Licensee must ensure that the existing drainage is not affected, storm water does not pool on the R/W or adjacent properties and ComEd NESC safety clearances are not violated.
15. The parking surface for the Permitted Use cannot use aggregate concrete. Curbs should be avoided unless required by local building codes. A crushed limestone, gravel or asphalt surface is acceptable.
16. Trailers and vehicles must be able to be moved immediately upon request.
17. No overnight parking is to take place on the R/W.
18. Bulk material storage (i.e. gravel, dirt, mulch) is not allowed on the Licensed Premises.
19. Any stationary metallic objects must be grounded to guard against induced static voltages. Grounding may be done using ComEd Specification C9487 or equivalent.
20. Any damage to the Subject Premises and Licensed Premises caused by Licensee will be repaired at the Licensee's expense.

21. Licensee cannot place obstructions on the Licensed Premises that will restrict ComEd's ability to access, operate and maintain existing and future transmission and distribution facilities.
22. When working in the vicinity of ComEd's electric transmission lines during the installation, OSHA requires minimum of fifteen (15) feet working clearance distance must be maintained between the booms, arms or other parts that can be raised on the equipment for Licensee's contractor and ComEd's existing 138,000 volt electric transmission conductors and a minimum of twenty (20) feet working clearance distance must be maintained between the booms, arms or other parts that can be raised on the equipment for the Petitioner's contractor and ComEd's future 345,000 volt electric transmission conductors. **Under no circumstances should truck beds be raised underneath ComEd transmission lines. This requirement should be added to any construction drawings.**
23. Licensee must be made aware that ComEd does use heavy equipment and cannot be responsible for any damage to Licensee's facilities that may occur due to ComEd's right to access the Licensed Premises to operate and maintain new and existing transmission and distribution facilities.

