

This Document was Prepared by:  
Ericka Irby  
ComEd Sr. Real Estate Representative  
Real Estate & Facilities

When Recorded, Return to:  
Ericka Irby, Sr. Real Estate Representative  
ComEd  
3 Lincoln Centre – 4<sup>th</sup> Floor  
Oakbrook Terrace, IL 60181  
779-231-0633

## WATER MAIN EASEMENT AGREEMENT

THIS Sanitary Sewer Easement Agreement (“Easement”) is made as of this \_\_\_ day of \_\_\_\_\_, 2026, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Grantor”), with a mailing address of 3 Lincoln Centre, 4<sup>th</sup> Floor, Oakbrook Terrace, Illinois 60181, and City of Joliet, with a mailing address of 150 W Jefferson St., Joliet, Illinois 60432 (“Grantee”).

### RECITALS:

A. Grantor is the owner of a parcel of land in Joliet, IL., County of Will and State of Illinois, commonly known as Joliet-Tiedtville R/W; Will County-Joliet R/W; PIN: 30-07-07-125-047-0000, described in 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 a(n) twelve-inch (12”) water main and the removal of existing sixteen-inch (16”) and eight-inch (8”) water mains along a center line across Grantor’s Property in the location shown on the diagram attached hereto as Exhibit B (for the purposes of this Easement, the “Easement Premises” shall be a strip of land twelve feet (12’) wide and laying six feet (6’) along either side of the water line’s center line by two hundred fifty feet (250’) as shown on the diagram attached hereto as Exhibit B).

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 a(n) twelve-inch (12”) water main in substantial conformity with the engineering plan sheets C004, C029, C033, C034 & C035, prepared by Baxter & Woodman Consulting Engineers, dated 12/12/25 and known as GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS attached hereto as Exhibit B and made a part hereof .(hereinafter referred to as 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, 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 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 11 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 Regional Right of Way Agent in Channahon, Illinois, telephone number (224) 244-1826, 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 B.

(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 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 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. [OPTIONAL: A copy of Grantor's current fencing and locking rules, regulations and guidelines is attached hereto as Exhibit \_\_\_\_.]

(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): (i) by Grantee, at Grantee's sole cost and expense, in a manner satisfactory to Grantor, or (ii) 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. [OPTIONAL: Grantee shall install, maintain and operate such Barricades in strict compliance with any and all rules, regulations and guidelines regarding barricades which Grantor may deliver to Grantee from time to time prior to or during the Term. [FURTHER OPTION: A copy of Grantor's current barricading rules, regulations and guidelines is attached hereto as Exhibit \_\_\_\_].]

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. 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 (04 13)) covering all contractors, subcontractors and all their subcontractors with limits not less than Five Million dollars (\$5,000,000.00) 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 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 (\$5,000,000) 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 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 \$5,000,000.00 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 Easement Premises involves or includes 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 Leased Premises. Coverage shall be maintained in an amount of at least two million dollars (\$2,000,000) 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.

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 and shall be delivered to Grantor upon written request. Insurance coverage as required herein shall be kept in force until all work has been completed. Grantee will provide proof the coverages afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Exelon.

Grantee shall provide evidence of the required insurance coverage under Coverage #2 and #3, which shall be delivered to Grantor upon execution of this document. The insurance under Coverage #2 and #3 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.

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.

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

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.

#### 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 Substances (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 Substances 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 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, 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 Substances 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) Grantee shall fail to complete construction of the Facilities on or before twelve 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  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Attn: Director of Real Estate Services

with a copy to:

Exelon Business Services Company  
Law Department  
P.O. Box 805379  
Chicago, Illinois 60680-5379  
Attn: Assistant General Counsel – Real Estate

If to Grantee:

City of Joliet  
150 W Jefferson St.  
Joliet, IL 60432  
Attn: Allison Swisher  
Director of Public Utilities

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. 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.

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.

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: \_\_\_\_\_  
\_\_\_\_\_

**City of Joliet**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE OF EXHIBITS**

- A Legal description of Grantor's Property
- B Easement Premises
- C Additional Conditions



**EXHIBIT A TO EASEMENT AGREEMENT**

**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

JOLIET-TIEDTVILLE R/W & WILL COUNTY-JOLIET R/W

SECTION 07, TOWNSHIP 35 N, RANGE 10 E

JOLIET TOWNSHIP, WILL COUNTY, IL

PIN NO: 30-07-07-125-047-0000

**EXHIBIT B TO EASEMENT AGREEMENT**

**EASEMENT PREMISES**

See attached,

02.2401619-GLENWOOD WEST ACRES

## EXHIBIT C TO EASEMENT AGREEMENT

### ADDITIONAL CONDITIONS

The Petitioner must adhere to the following criteria:

1. Ensure that the work scope and potential new scope of work will not encroach upon ComEd's required clearances of the existing ComEd overhead and/or underground facilities and remain within 15' of any distribution infrastructure, a minimum of 3' below transmission and/or distribution infrastructure, then ComEd sees no conflicts with the proposed work. If work does encroach onto the required clearance of the existing ComEd overhead facilities, then it will be the sole financial responsibility of the requester to replace, repair and or restore any and all ComEd facilities ensuring to stay within proper clearances and guidelines set by both the Environmental and ComEd's standards
2. Prior to digging, excavating, or re-grading work, the normal JULIE or DIGGER process must be followed.
3. A joint walk-down should be scheduled prior to construction between Adesta (AUS) Technology and the construction contractor by contacting Bob Sullivan (630) 272-9245 at Adesta (AUS) Technology to determine if the cable requires protection or needs to be relocated.
4. Surveys of fiber vaults in parcels will need to be staked out prior to any construction start.
5. If construction plans require us to protect, modify, or move any fiber optic facilities either underground or overhead, it will be done at the sole expense of the requester.
6. We should retain access rights to use and maintain all parts of the fiber optic cable.
7. Petitioner cannot plant or allow any vegetation to grow over 10 feet tall on transmission ROW and under transmission lines.
8. If during our cycle maintenance, we find vegetation over 10 feet we will give them 21 days to mitigate the issue if after that we will remove and expect reimbursement for charges.
9. Petitioner, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements and Landlord's vegetation management practices and procedures in effect from time to time during the Term.
10. ComEd must maintain the capability to ultimately install an underground conduit package in this Right of Way for future underground 12kV feeders fed from TDC436 Hillcrest. This request should not interfere with the possible station feeder exit or expansion. Petitioner to provide proper clearance to all ComEd facilities. All overhead and underground rights to be retained on the section of the ROW and ComEd must have access to these facilities.
11. The City of Joliet water main project must maintain the proper clearances from the existing and ultimate transmission facilities. For any work occurring in the ROW, the Petitioner must follow the safety requirements for working in the vicinity of electric transmission facilities. These requirements will help to provide for the maintenance as well as the safe and effective operation of ComEd's transmission facilities.
12. Engineering review was completed using plans titled "CITY OF JOLIET, ILLINOIS GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS CITY OF JOLIET CONTRACT NO. 2930-0126 WATER MAIN REPLACEMENT IEPA LOAN NO. L17-6077," revised 4/9/26. If the final design deviates from these plans (or any additional facilities are planned to be installed), **revised plans must be sent to ComEd Engineering** for review and comments before any work is performed.

13. Please note that abandonment of retired facilities is not permitted within ComEd property. Any provisions for future retirement and removal shall be considered at this time.
14. A ComEd T&S individual will be provided as a single point of contact during the duration of the construction period. Please contact Tina Kowalcyk 1+224-244-1826 a minimum of 48 hours prior to the start and upon completion of the project.
15. Subsurface utility installations and excavations shall be a minimum of fifteen (15) feet away from the edge of any transmission structure foundation or embedded pole.
16. The edge of any workspace or laydown area shall not encroach closer than fifteen (15) feet from the edge of any transmission structure foundation or embedded pole. **No material or equipment should enter into this fifteen (15) foot buffer area around the edge of each structure. This note should be added to any construction drawings.**
17. Timing of construction shall be coordinated with ComEd to ensure no conflicts with other projects.
18. The Petitioner is advised that venting of any pipe contents is not permitted under the ComEd overhead transmission facilities. The Petitioner shall contact the Overhead Transmission Engineering department if the above note cannot be adhered to.
19. The petitioner and/or its contractor are advised that if heavy snow, rains and/or a large amount of water enters the excavation site and/or pooling occurs within the excavation site, the Overhead Transmission engineering department must be contacted for further instructions.
20. The petitioner and/or its contractor must place barriers if the excavated area must remain open overnight.
21. The petitioner and/or its contractor cannot place obstructions on ComEd property that will restrict our ability to access, operate and maintain existing and future transmission and distribution facilities.
22. The petitioner and/or its contractor cannot leave construction equipment and materials on ComEd Property when there is no work activity.
23. The petitioner and/or its contractor may not place excavated spoil within the 15-foot restriction zone at any time. Spoil piles must be no taller than 5'. Under no circumstances may any vehicle drive on top of spoils.
24. It is suggested that the Petitioner and/or their contractor ground any exposed pipe and/or equipment during all work on the ComEd right-of-way to protect against induced voltages.
25. The Petitioner is responsible for its own research and implementation, if necessary, of cathodic protection and grounding of the proposed facilities due to any existing and future ComEd equipment, and any incurred costs associated with protection or corrosion for any reason. The petitioner shall indemnify ComEd of any damage caused by induced voltages.
26. The Petitioner cannot change grade within the right-of-way. The Petitioner must ensure that the existing drainage is not adversely affected, storm water does not pool on the R/W or adjacent properties and ComEd NESC safety clearances are not violated. Spreading of excavation spoils is not permitted.
27. Any equipment cannot exceed fourteen (14) feet in height on the ComEd Transmission ROW during mobilization or travel.
28. When working in the vicinity of ComEd's electric transmission lines during the installation, ComEd requires 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 existing 138,000 volt electric transmission conductors and a minimum of thirty (30) 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 existing 345,000 volt electric transmission conductors. **Under no circumstances should truck beds be raised underneath ComEd transmission lines. This note should be added to any construction drawings.**

29. If the petitioner and/or its contractor determines a line outage will be required to safely work within the vicinity of the existing Overhead Transmission facilities a minimum of a 16-week prior notification will be required. The outage dates cannot be guaranteed due to system concerns and/or weather conditions. The petitioner is responsible for any costs associated with outages and their coordination. Outages on the overhead transmission facilities will not be permitted between the months of May 15 and September 15.
30. The Petitioner's facilities on ComEd's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand ComEd construction traffic.
31. The Petitioner must be made aware that the Company does use heavy equipment and cannot be responsible for any damage to the Petitioner's facilities that may occur due to the Company's right to access our property to operate and maintain new and existing transmission and distribution facilities.
32. Upon completion of the petitioner's project, the Petitioner must remove any equipment, construction debris and material from the right-of-way and restore any other disturbed areas of the right-of-way to their pre-construction condition.
33. ComEd's Environmental Services Department (ESD) approves this request from an environmental perspective with the below comments. **Note: The items in red must be submitted to ESD for review and approval as indicated. Grantee is responsible for all costs associated with any of the noted requirements (consulting, permitting, clean-up, sampling, audit, restoration, etc.).**

#### **Agreement Requirements**

1. The property may only be used for the stated purposes of the installation of a 12-inch-diameter water main, removal/abandonment of existing 8-inch and 16-inch water mains, and associated exploratory potholing, as submitted in the plans entitled, "CITY OF JOLIET, ILLINOIS GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS CITY OF JOLIET CONTRACT NO. 2930-0126 WATER MAIN REPLACEMENT IEPA LOAN NO. L17-6077," dated December 12, 2025, plotted December 18, 2025. **Any revision to the plans must be submitted to ESD for review and approval. Grantee must submit a formal request to ComEd Real Estate and obtain written approval from ESD for any other proposed uses of ComEd property.**
2. Grantee will be held responsible for future maintenance of the water main. This includes keeping the ComEd Right-of-Way (ROW) free of garbage, debris, and any third-party dumping. If third-party dumping occurs on or around the agreement area, Grantee must notify ComEd immediately or be held responsible for cleanup of any illegally dumped materials.
3. ComEd anticipates that any leaks, spills, overflow, or similar will be addressed immediately by Grantee at their expense. In the event of a leak/spill on ComEd property, Grantee must notify ComEd within 24 hours and provide a written report within 5 business days.
4. Without prior authorization from ESD, Grantee is not permitted to develop the unpaved areas or change the grade of the subject property in any way other than what was submitted in this request. This includes activities of adding gravel or other fill material to the ComEd property.
5. No hazardous materials, including petroleum products, may be stored, used, or transferred on ComEd property. Vehicles and equipment containing petroleum products may be driven on ComEd property but may not be stored or parked on ComEd property.

#### **Construction Project Requirements**

6. All construction equipment must be free of leaks, and any leaks of oils or chemicals that occur must be cleaned up immediately and reported to the appropriate agencies as needed.

7. Daily equipment inspections must be conducted to verify proper working condition before equipment use on ComEd property. Written records of equipment inspections must be available to ESD upon request.
8. No construction, demolition, or equipment staging is permitted on ComEd-owned property.
9. Concrete washout activities are prohibited on ComEd property.
10. Vehicle and equipment fueling is prohibited on ComEd property.
11. A spill kit of appropriate size must be present and accessible at all times during construction activities on ComEd property.
12. In the event that drain tiles are damaged, Grantee shall repair or replace, as appropriate, the damaged drain tiles and accept responsibility for any adverse drainage issues and related damages that may arise.
13. ESD must provide written authorization for the discharge from excavation dewatering activities on ComEd property. If approved, dewatering activities must be conducted in accordance with Illinois Urban Manual (IUM) guidelines.

### **Excavation, Spoils and Materials**

14. If the project requires removal of soil or waste from ComEd property, including hydrovac spoils, this must be removed by a ComEd Environmental Contractor of Choice (ECOC) and taken to a ComEd approved landfill. It is prohibited to dispose of any like material at a Clean Construction or Demolition Debris (CCDD) landfill. A list of ECOCs is enclosed with this letter.
15. Grading of excess soil is prohibited on ComEd property.
16. If the project requires additional soil and gravel, only certified “clean” fill shall be used. The source of the clean fill must be approved by ESD. For approval, the following conditions must be met:
  - a. A certificate of virgin material must be obtained from the source of any aggregate material.
  - b. Soils must be certified clean by the source and/or analyzed every 500 cubic yards for total concentrations of the comprehensive suite of parameters listed in Title 35 Illinois Administrative Code (35 IAC) Part 740, Site Remediation Program (SRP) Appendix A, Target Compound List (TCL), and verified to meet the Illinois Environmental Protection Agency’s (IEPA’s) CCDD Fill Operations and Uncontaminated Soil Fill Operations standards (35 IAC Part 1100), Maximum Allowable Concentrations (MACs).
17. Stratification of soil horizons is required for all excavation, backfilling, and restoration activities.
18. All soil must be managed in accordance with IUM guidelines.
19. No construction debris, soil, fill material, or spoils may be stored on ComEd property.
20. Environmental sampling is not permitted on ComEd property without written approval and guidance by ESD.
- 21. If proposed jacking methods will utilize drilling fluids, Grantee must submit an inadvertent return plan for ESD’s review and approval.**

### **Environmental Regulations and Permits**

22. All applicable regulations must be followed, including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control (SESC) Plan to minimize sediment pollution in stormwater runoff, as well as any other required practices. If the plans change, a revision must be sent to ESD.
23. All applicable environmental permits must be obtained, including National Pollutant Discharge Elimination System (NPDES) stormwater permits, as well as any other applicable environmental permits.
- 24. Grantee must submit copies of all required environmental permits to ESD prior to project**

**start, including an IEPA NPDES ILR10 Construction Permit.**

25. Requirements of all permits must be followed which could include site monitoring, reporting, and restoration extending well beyond the construction time period.
26. Grantee must follow all applicable environmental laws and regulations including those not specifically mentioned herein.

**Condition of Property**

27. Any damage caused by Grantee, Grantee's (sub)contractors, or Grantee's guests must be repaired immediately at Grantee's expense.
28. Grantee must provide full restoration of ComEd property when the project is complete, excepting completed improvements, including seeding as necessary.
- 29. Grantee must provide documentation of the property after project completion, including an as-built topographic survey, post-restoration photographs, and a .kmz file of the asbuilt improvements.**

**Should ComEd request the following materials in the future, Grantee must be prepared to provide the following information to ComEd (please reference Project Code SR 6690516 in any communications with ComEd):**

30. A letter that summarizes the results of their analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, endangered species impacts, etc.).
31. A copy of the environmental permit applications for the project.
32. A copy of any environmental reports required by the permits.
34. Copies of certificates of clean fill.
35. Inspection records.

Exhibit B

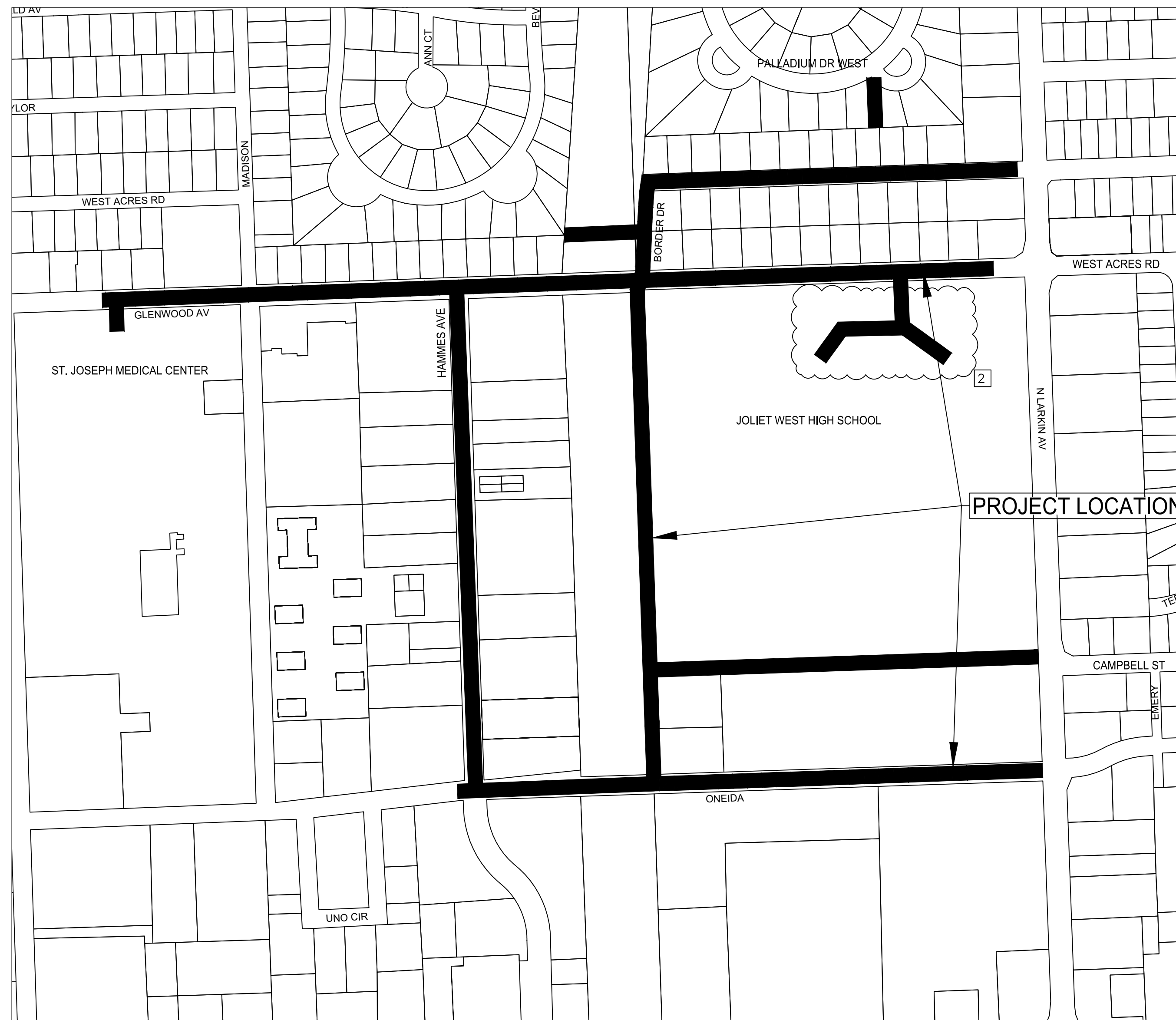
# CITY OF JOLIET, ILLINOIS

## GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS

### CITY OF JOLIET CONTRACT NO. 2930-0126

### WATER MAIN REPLACEMENT IEPA LOAN NO. L17-6077

Sheet List Table	
Sheet Number	Sheet Title
G000	COVER
G001	SHEET KEY
G002	LEGEND BENCHMARKS AND ABBREVIATIONS
G003	GENERAL NOTES AND SUMMARY OF QUANTITIES
G004	SUGGESTED MAINTENANCE OF TRAFFIC NOTES
G005	SUGGESTED MAINTENANCE OF TRAFFIC TYPICAL SECTIONS
G006	ONEIDA STREET SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G007	ONEIDA STREET SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G008	ONEIDA STREET SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G009	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G010	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G011	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G012	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G013	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G014	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G015	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G016	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G017	LARKIN AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
C001	GLENWOOD AVE STA 10+00 TO STA 14+50 PLAN AND PROFILE
C002	GLENWOOD AVE STA 14+50 TO STA 20+00 PLAN AND PROFILE
C003	GLENWOOD AVE STA 20+00 TO STA 25+00 PLAN AND PROFILE
C004	GLENWOOD AVE STA 25+00 TO STA 30+00 PLAN AND PROFILE
C005	GLENWOOD AVE STA 30+00 TO STA 35+00 PLAN AND PROFILE
C006	GLENWOOD AVE STA 35+00 TO STA 40+50 PLAN AND PROFILE
C007	JOLIET WEST HS BOUNDARY STA 45+00 TO STA 50+00 PLAN AND PROFILE
C008	JOLIET WEST HS BOUNDARY STA 50+00 TO STA 55+00 PLAN AND PROFILE
C009	JOLIET WEST HS BOUNDARY STA 55+00 TO STA 60+00 PLAN AND PROFILE
C010	JOLIET WEST HS BOUNDARY STA 60+00 TO STA 63+50 PLAN AND PROFILE
C011	BORDER DR STA 63+50 TO STA 66+50 PLAN AND PROFILE
C012	WEST ACRES ROAD STA 66+50 TO STA 70+00 PLAN AND PROFILE
C013	WEST ACRES ROAD STA 70+00 TO STA 75+00 PLAN AND PROFILE
C014	WEST ACRES ROAD STA 75+00 TO STA 79+00 PLAN AND PROFILE
C015	ONEIDA STREET STA 79+00 TO STA 82+00 PLAN AND PROFILE
C016	ONEIDA STREET STA 82+00 TO STA 85+50 PLAN AND PROFILE
C017	ONEIDA STREET STA 85+00 TO STA 90+00 PLAN AND PROFILE
C018	ONEIDA STREET STA 90+00 TO STA 95+00 PLAN AND PROFILE
C019	ONEIDA STREET STA 95+00 TO STA 98+80 PLAN AND PROFILE
C020	JOLIET WEST HS STA 100+00 TO STA 105+00 PLAN AND PROFILE
C021	JOLIET WEST HS STA 105+00 TO STA 110+00 PLAN AND PROFILE
C022	JOLIET WEST HS STA 110+00 TO STA 114+00 PLAN AND PROFILE
C023	HAMMES AVE STA 120+00 TO STA 125+00 PLAN AND PROFILE
C024	HAMMES AVE STA 125+00 TO STA 130+00 PLAN AND PROFILE
C025	HAMMES AVE STA 130+00 TO STA 135+00 PLAN AND PROFILE
C026	HAMMES AVE STA 135+00 TO STA 138+00 PLAN AND PROFILE
C027	HOSPITAL CONNECTION & PALLADIUM ABANDONMENT
C028	JOLIET TOWNSHIP HIGH SCHOOL CONNECTION
C029	GLENWOOD AVENUE RESTORATION PLAN
C030	ONEIDA STREET RESTORATION PLAN
C031	JOLIET WEST HIGH SCHOOL RESTORATION PLAN
C032	METER PIT DETAIL
C033	CONSTRUCTION DETAILS
C034	CONSTRUCTION DETAILS
C035	CONSTRUCTION DETAILS
C036	HIGH SCHOOL METER VAULT DETAIL
S001	METER PIT STRUCTURAL PLANS & SECTION
S002	HIGH SCHOOL METER PIT STRUCTURAL PLANS & SECTION



VICINITY MAP

EXISTING UTILITIES: #A250862668

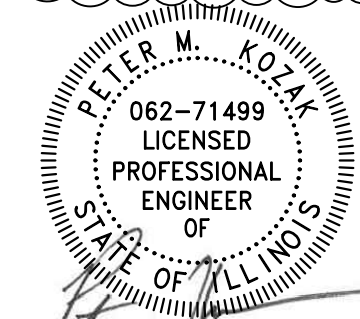
WHERE THE DRAWINGS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO THE LOCATION OF SUCH UTILITIES. THE INFORMATION IS INCLUDED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. THE UTILITY LOCATIONS WERE DETERMINED FROM THE BEST AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER WITH RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE DRAWINGS REGARDING THE LOCATION OF UNDERGROUND UTILITY FACILITIES OR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES. THE CONTRACTOR SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION REGARDING THE LOCATION OF THE UTILITY FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THE FACILITIES.



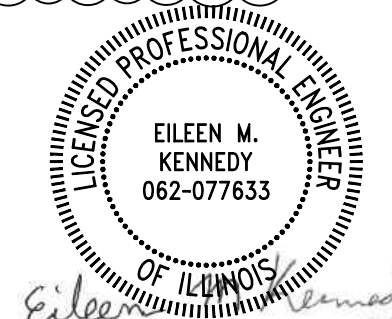
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PROJECT MANAGER  
"LICENSE EXPIRES 11-30-2027"



PROJECT ENGINEER  
"LICENSE EXPIRES 11-30-2027"

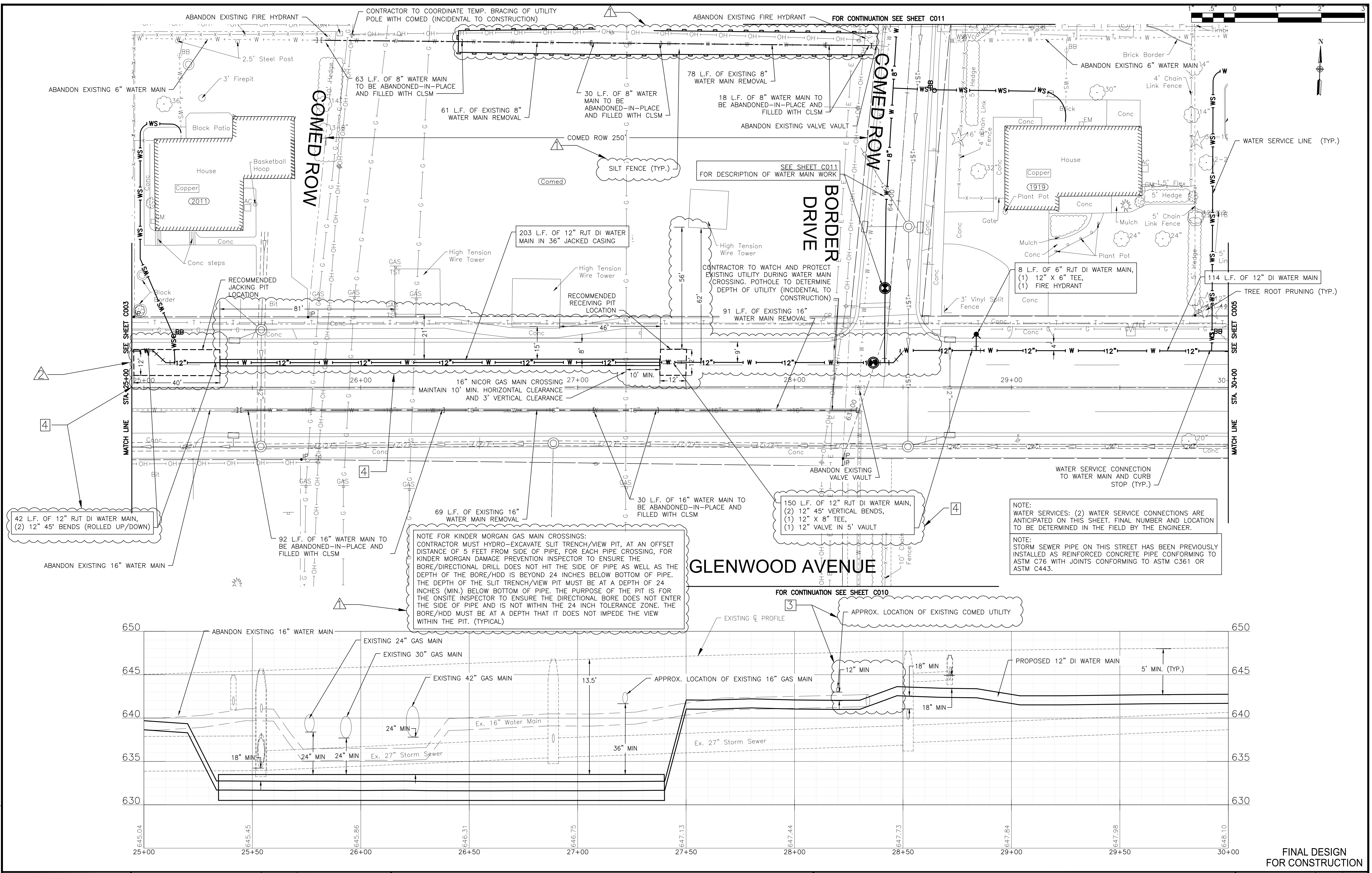
▲ ADDENDUM #2 1/5/26  
■ CHANGE ORDER #1 3/16/26

BAXTER & WOODMAN, INC.  
STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM  
LICENSE NO. - 184-001121 - EXPIRES 4/30/2027

PROJECT NO.: 2401619.01 DATE: 12/12/2025

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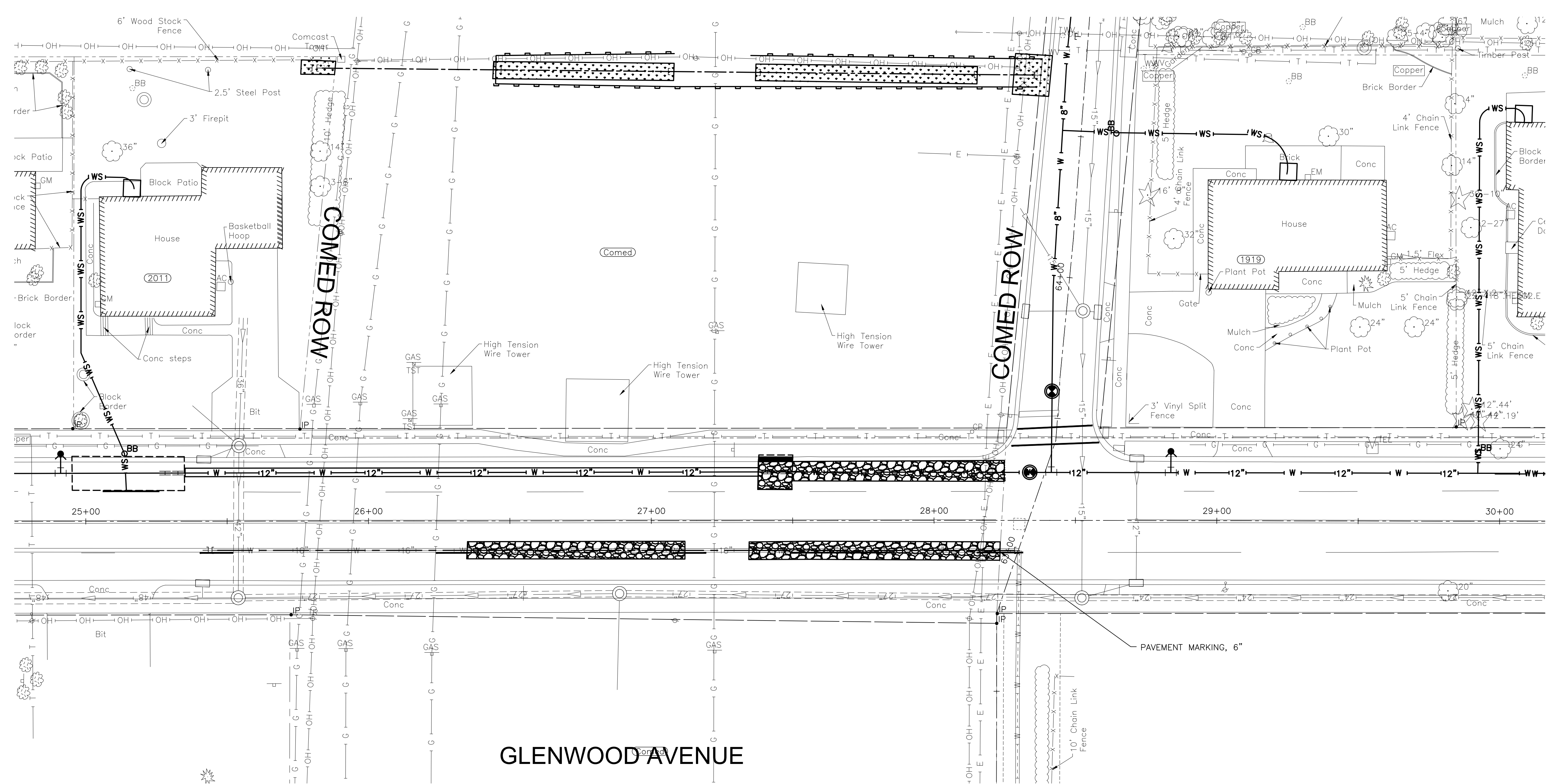
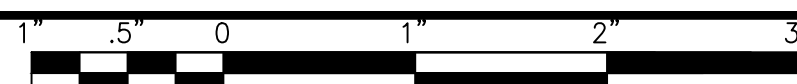


CONSULTANTS	REVISOR	DATE
	1	12/22/25
	2	1/5/26
	3	PER COMED REVS 1/13/26
	4	PER COMED REVS 4/9/26

**CITY OF JOLIET, ILLINOIS**  
**GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS**  
**CITY OF JOLIET CONTRACT NO. 2930-0126**

SCALE: HORIZ 1"=20' / VERT 1"=5'		PROJECT NO: 2401619.01	TOTAL SHEETS: 53	SHEET NO: C004
GLENWOOD AVE STA 25+00 TO STA 30+00 PLAN AND PROFILE		DESIGNED - EMK		
		DRAWN - ABN		
		CHECKED - PMK		
		DATE - 12/12/2025		

FINAL DESIGN  
FOR CONSTRUCTION



### RESTORATION LEGEND

	HMA REMOVAL AND REPLACEMENT, 10-INCH BINDER AND 2-INCH SURFACE
	RESTORATION OF LAWNS AND PARKWAYS
	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

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 Plotted: 3/6/2026 10:23 AM By: AMARKKAOUI  
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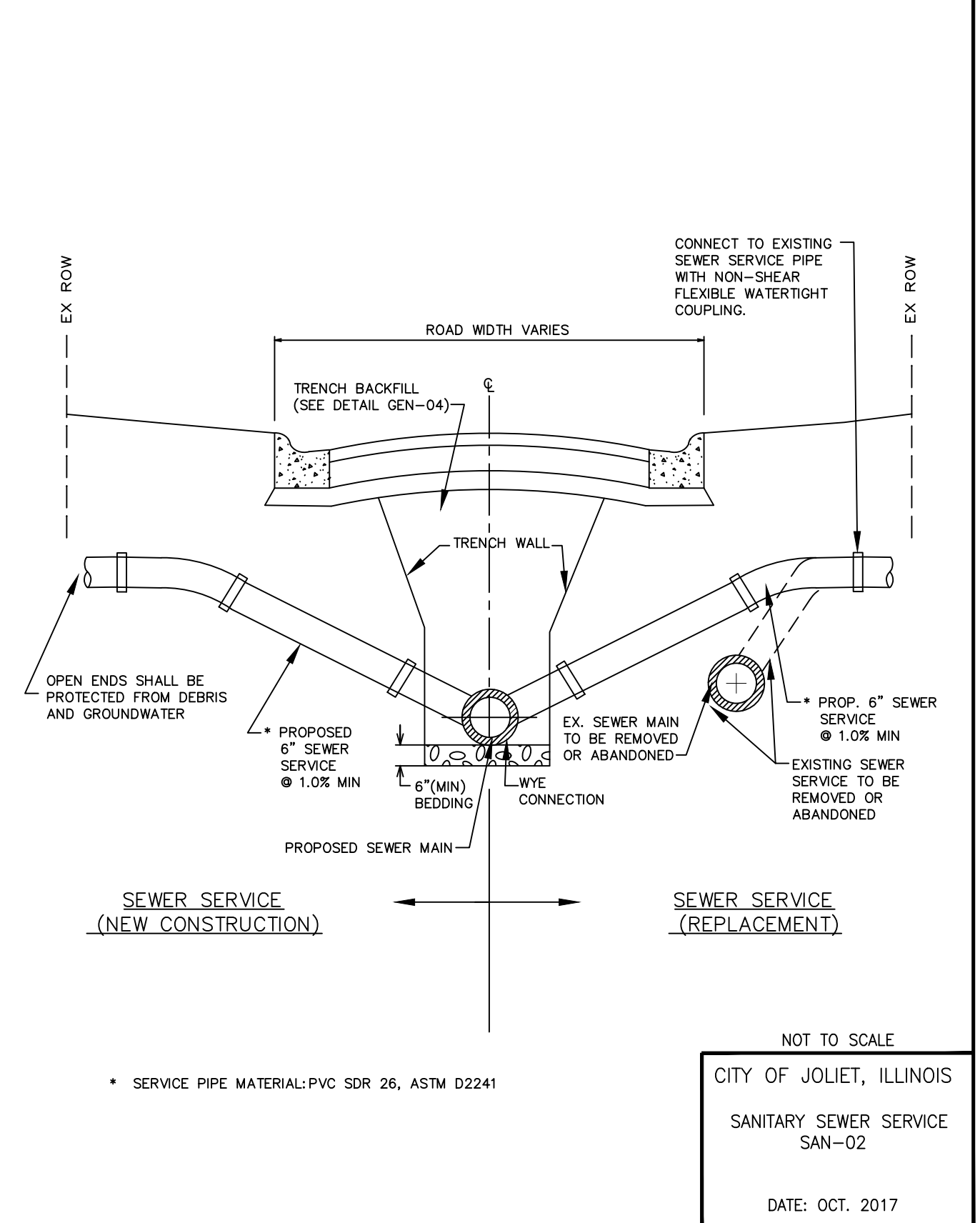
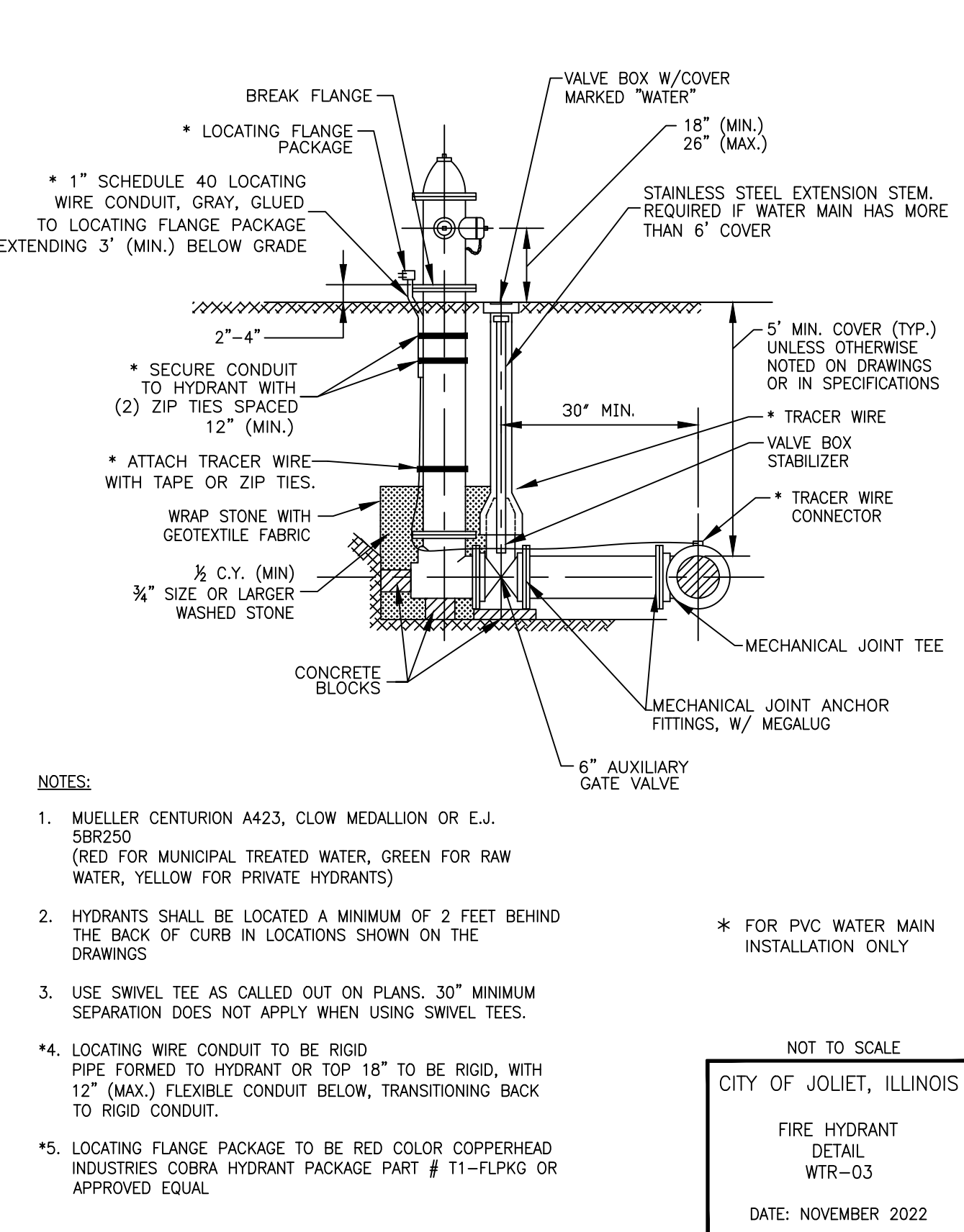
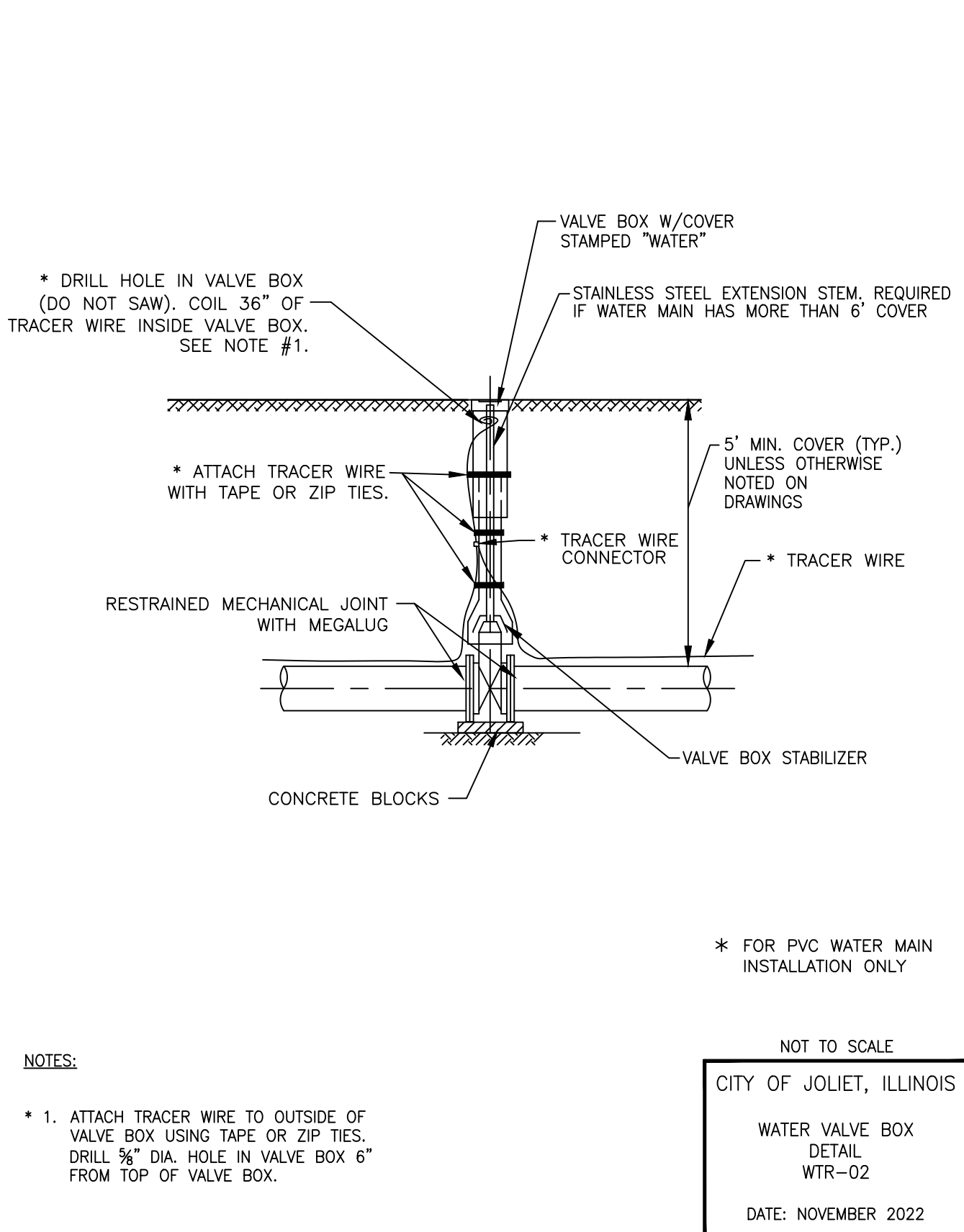
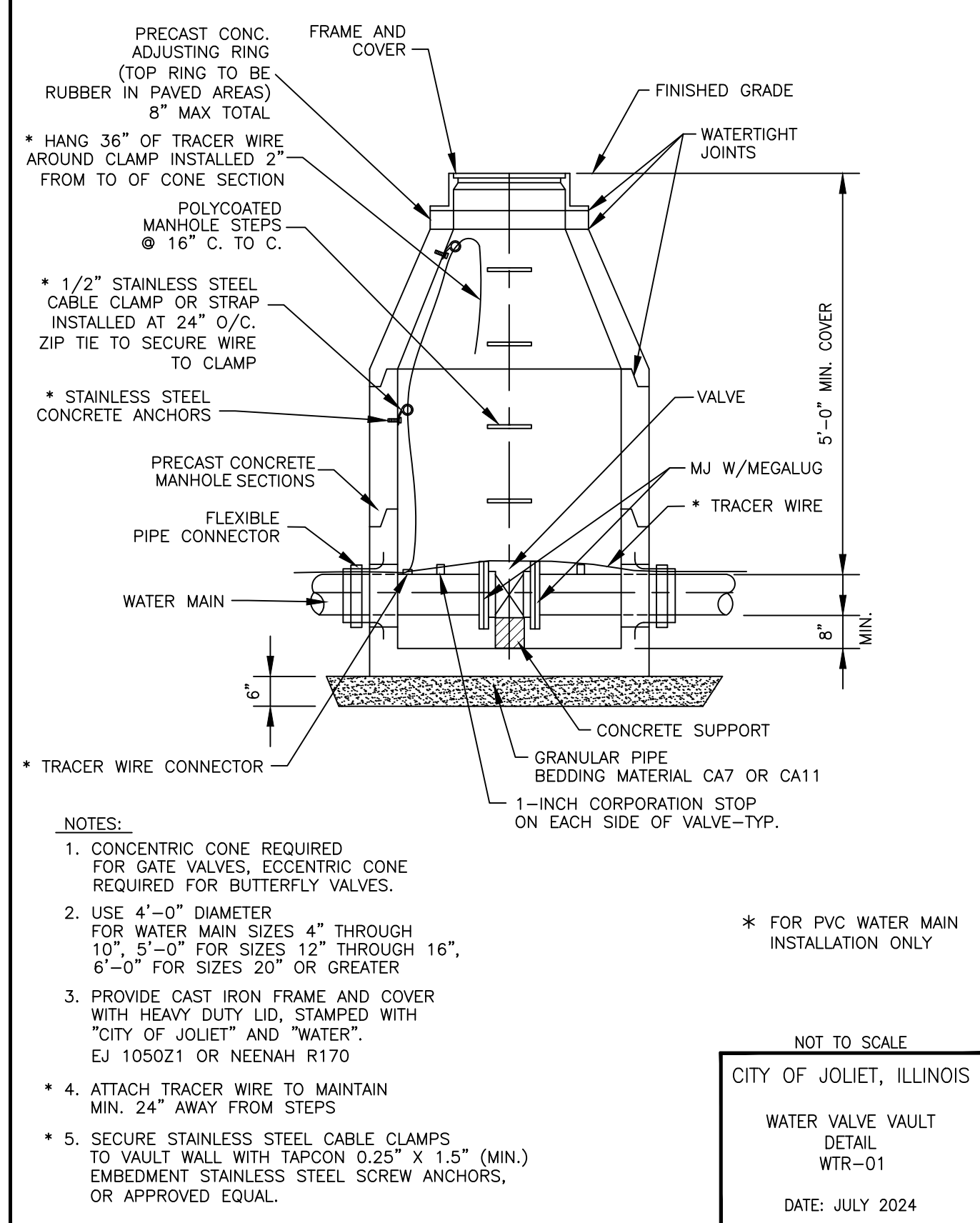
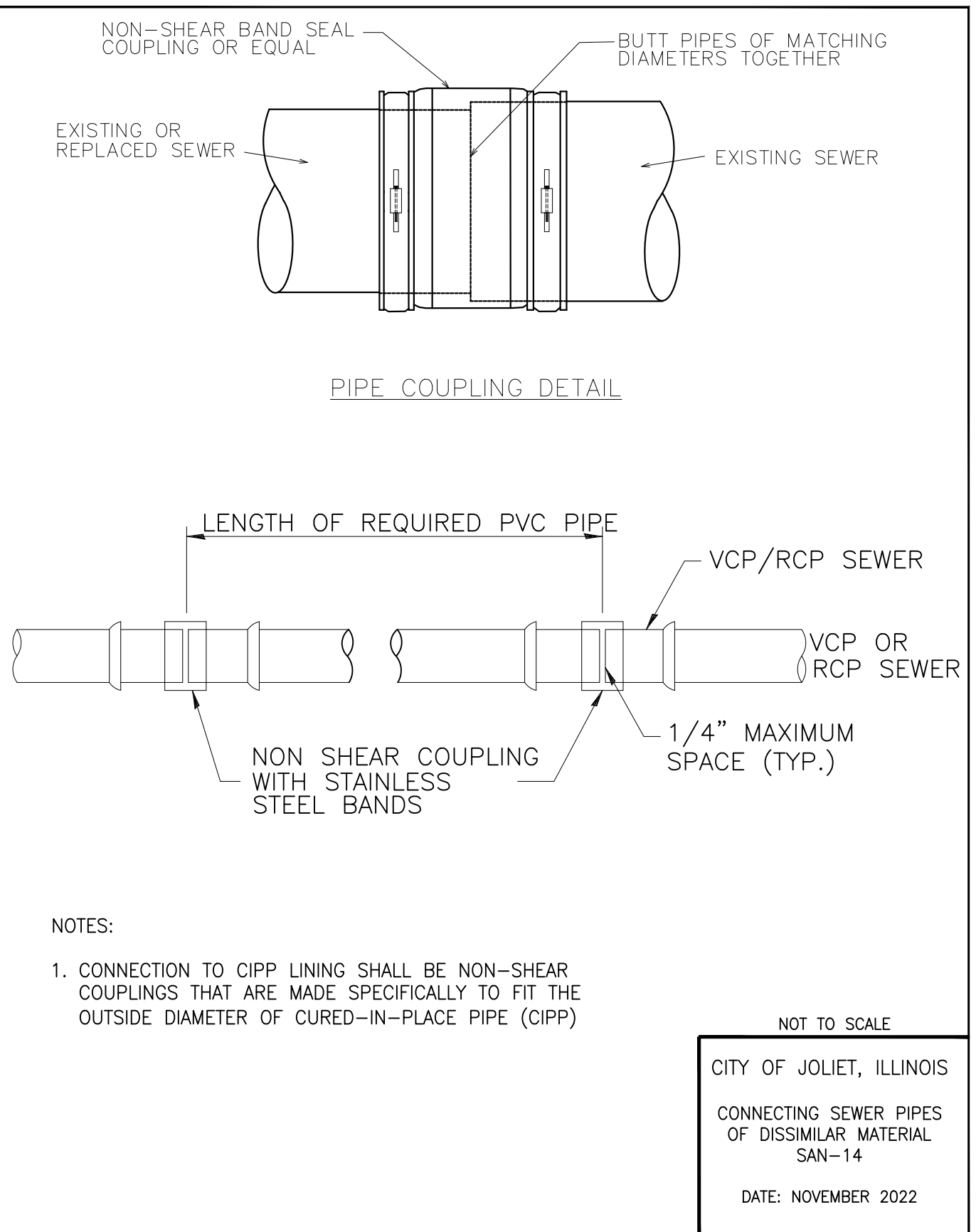
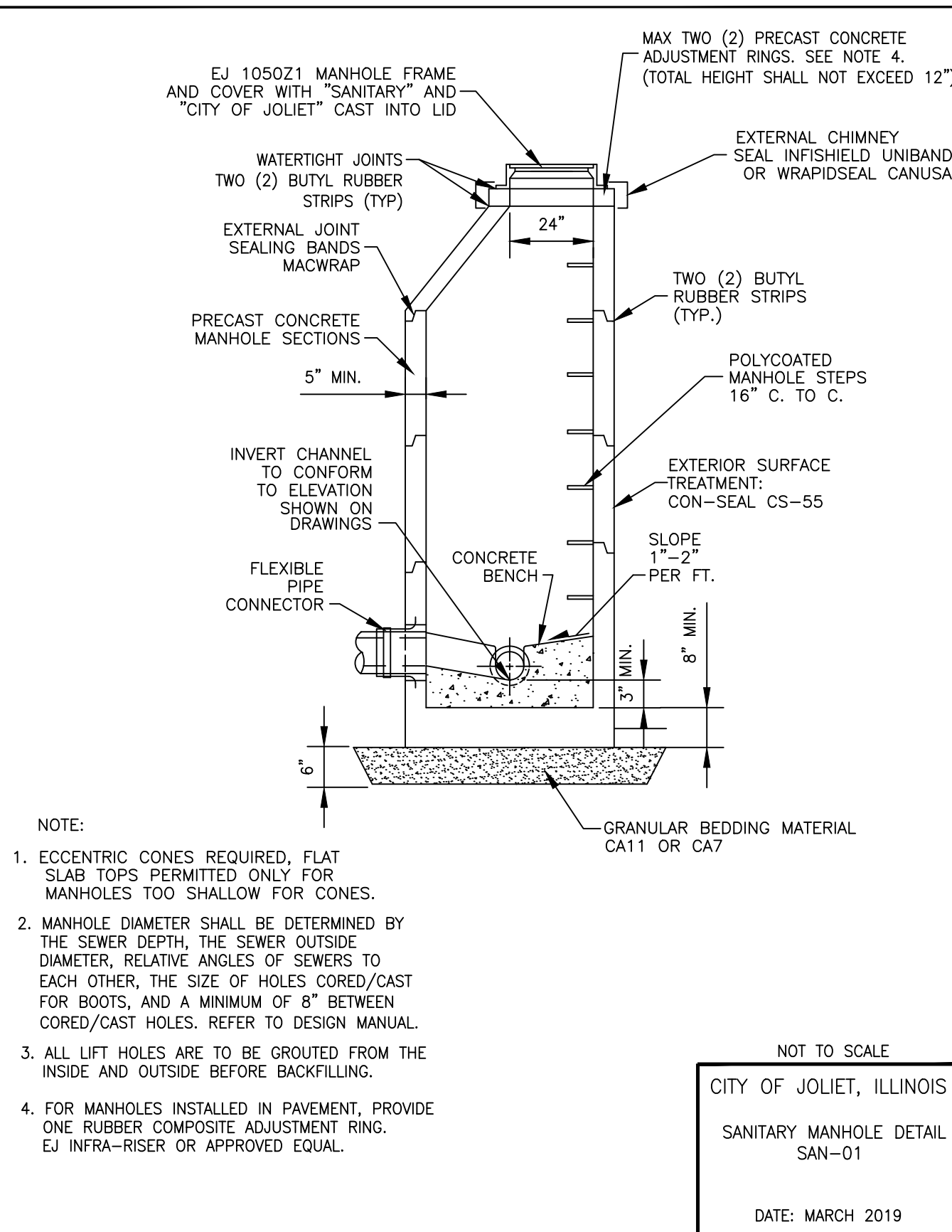
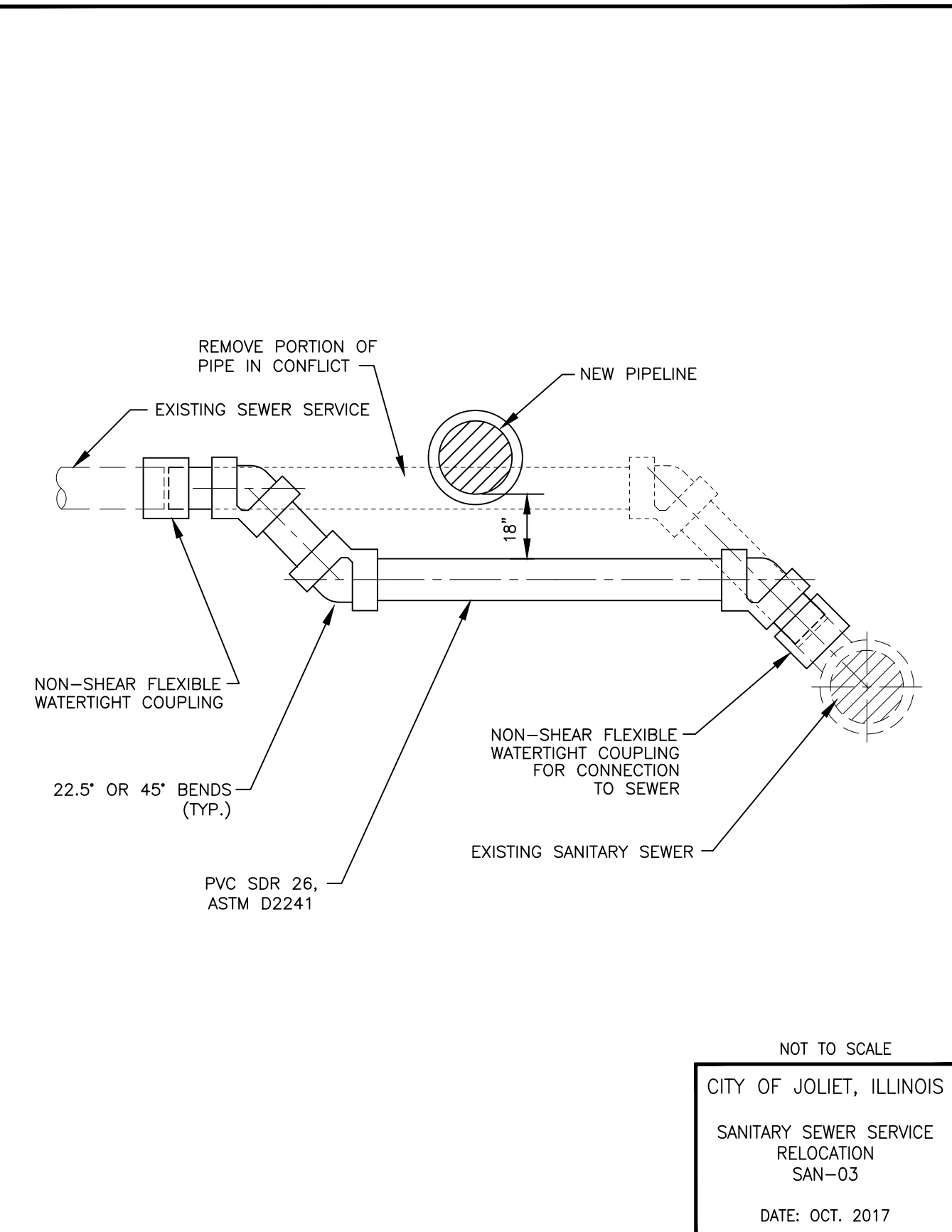
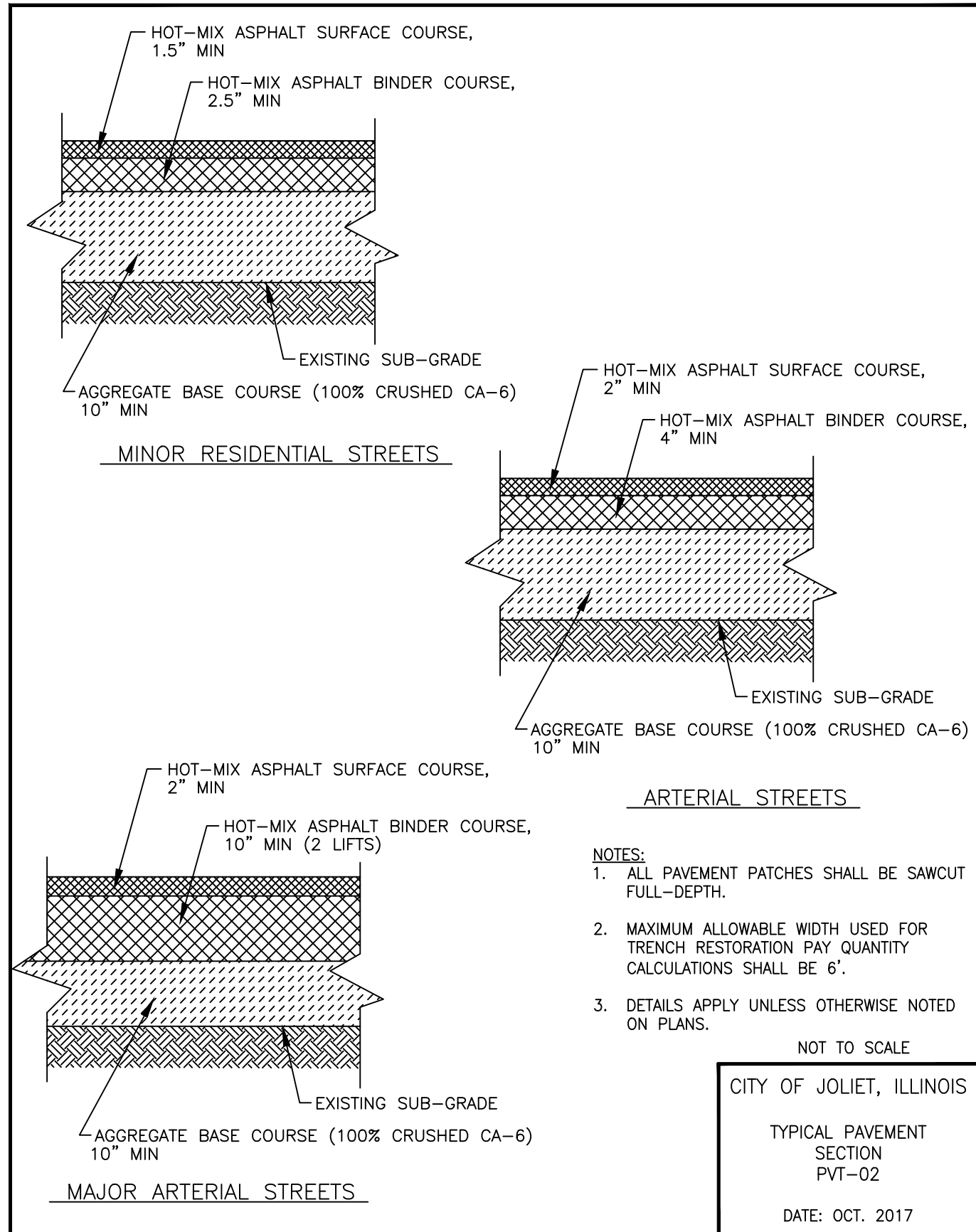


CONSULTANTS	REVISED -
	REVISED -
	REVISED -
	REVISED -

**CITY OF JOLIET, ILLINOIS**  
**GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS**  
**CITY OF JOLIET CONTRACT NO. 2930-0126**

<b>GLENWOOD AVENUE RESTORATION PLAN</b>		DESIGNED - EMK	TOTAL SHEETS	SHEET NO.
SCALE: 1" = 20'	PROJECT NO: 2401619.01	DRAWN - ABN	53	C029
		CHECKED - PMK		
		DATE - 12/12/2025		





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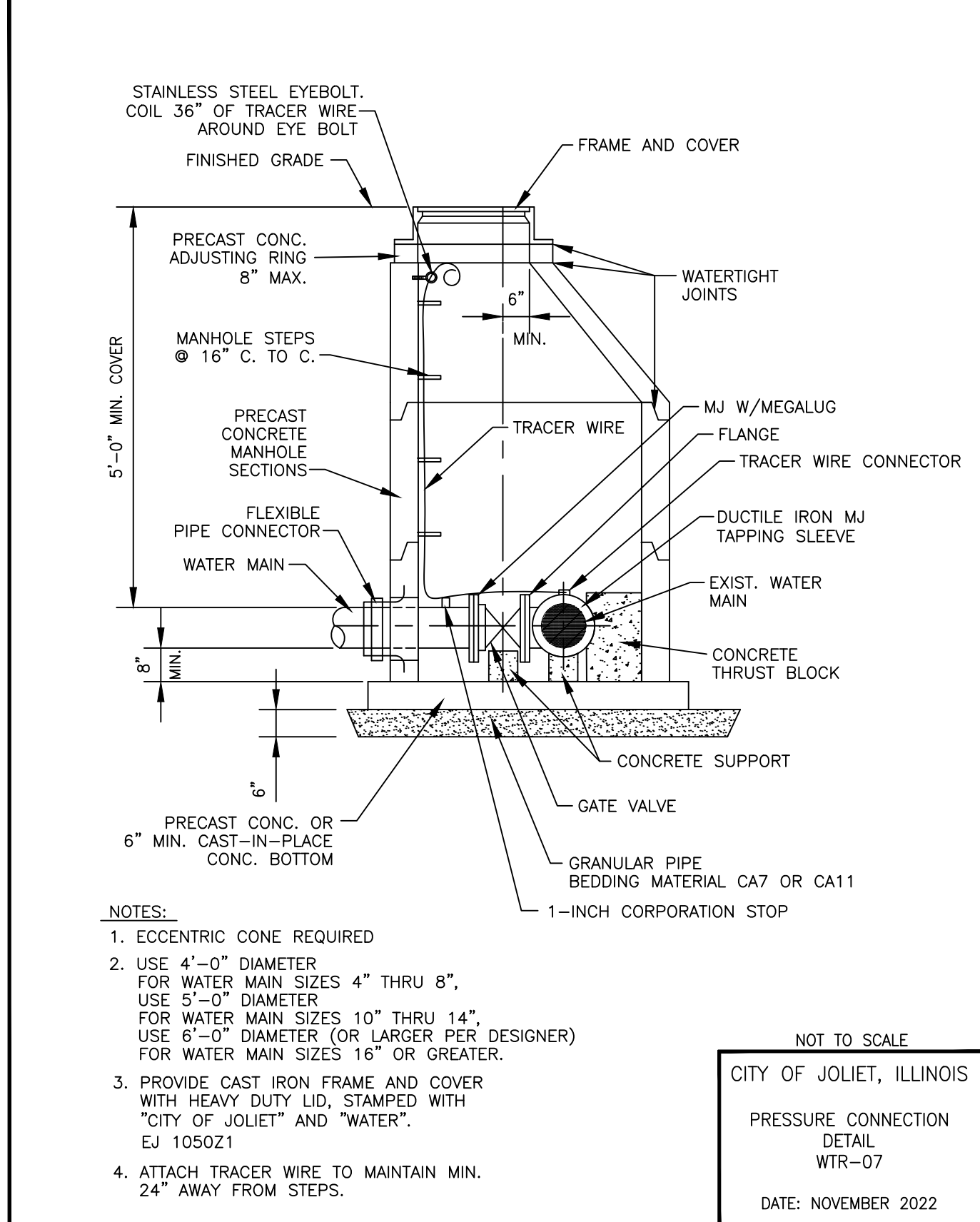
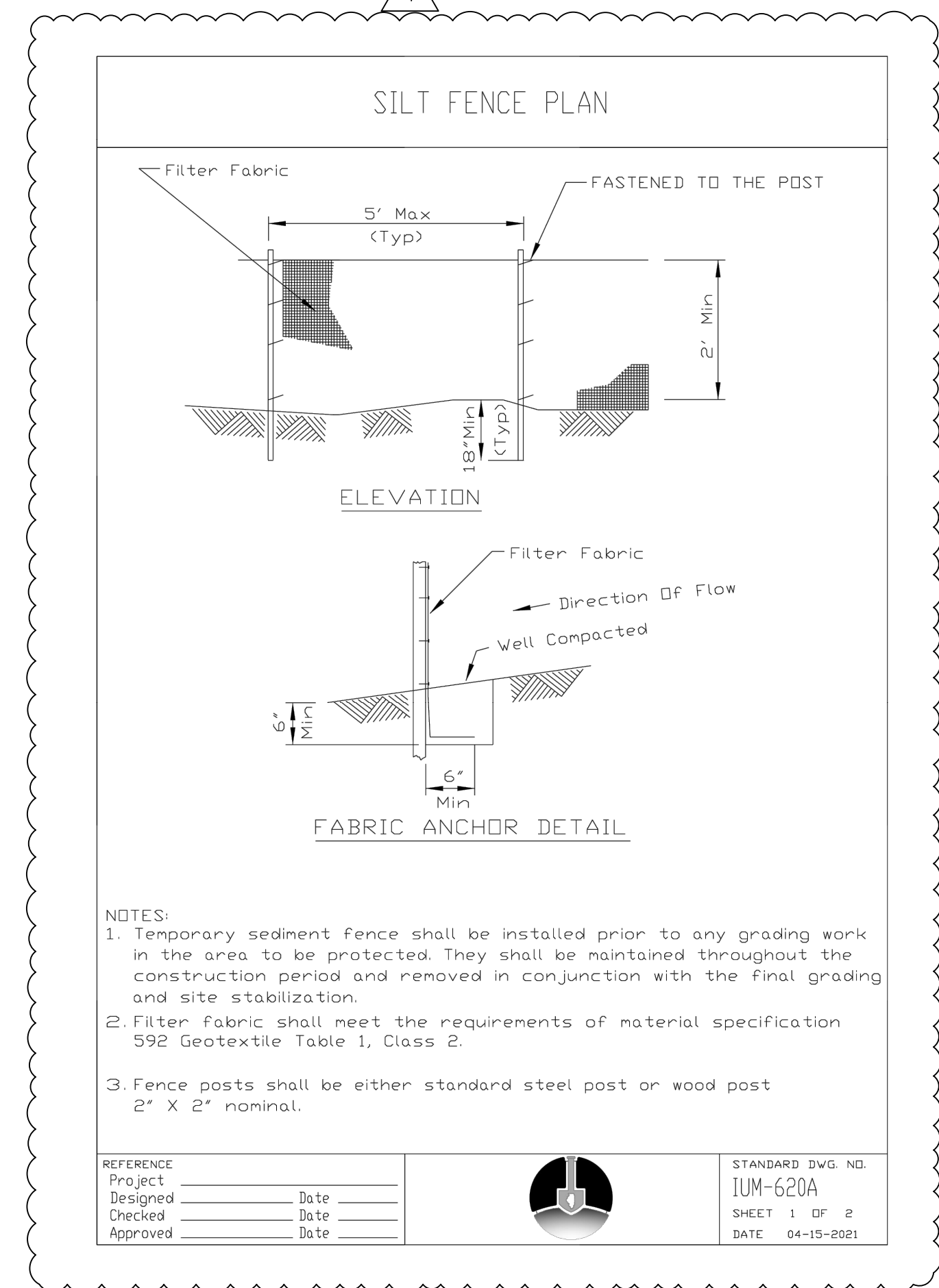
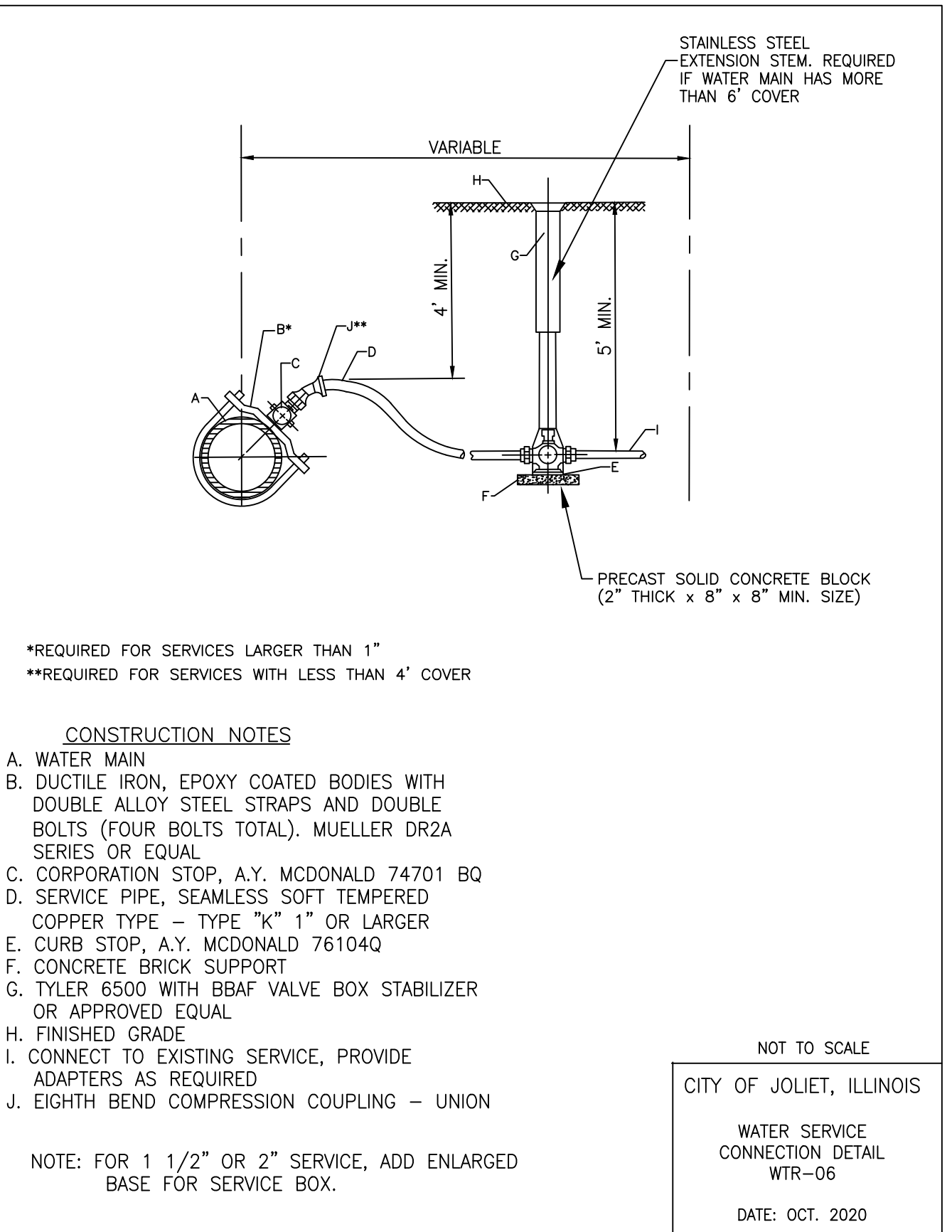
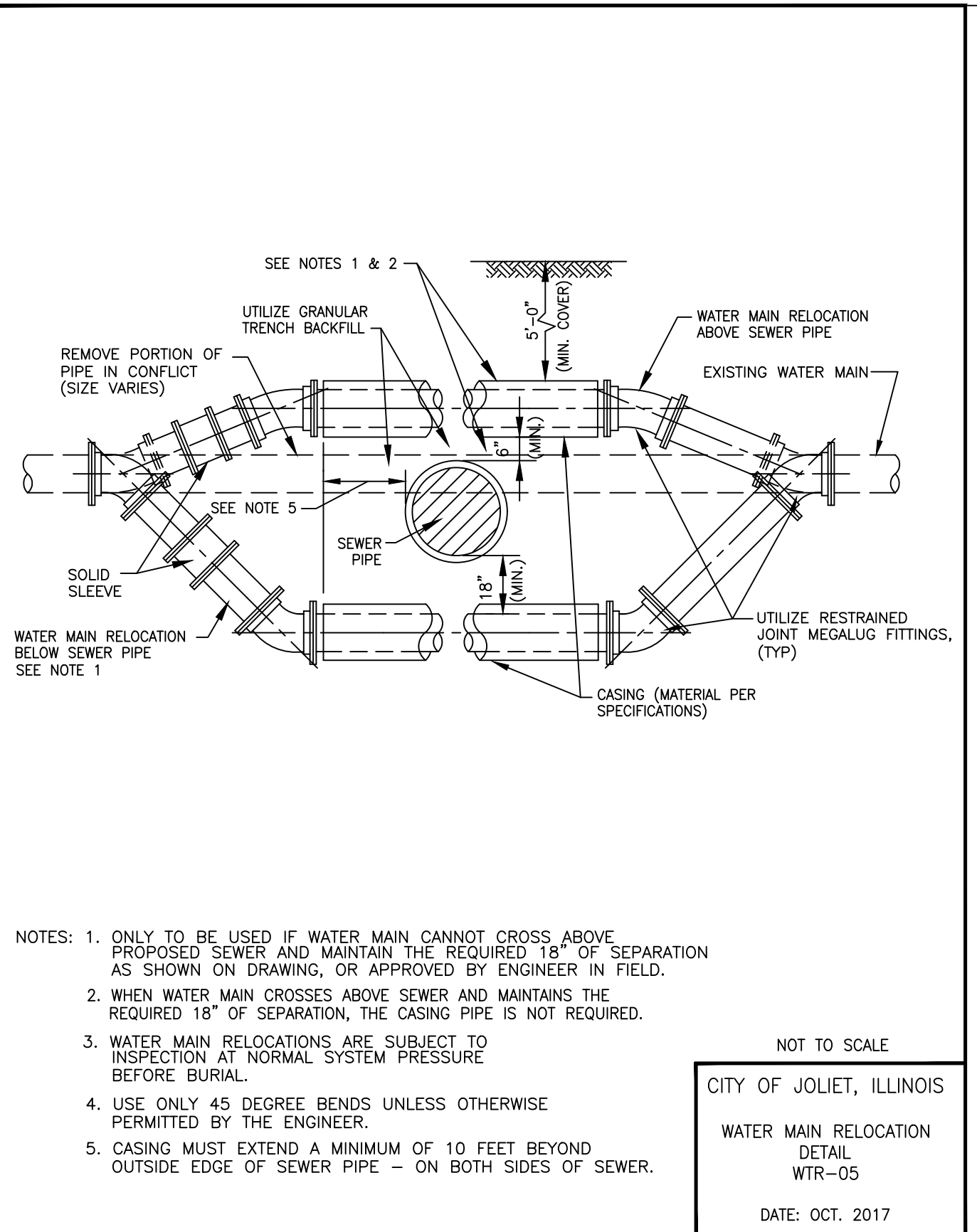
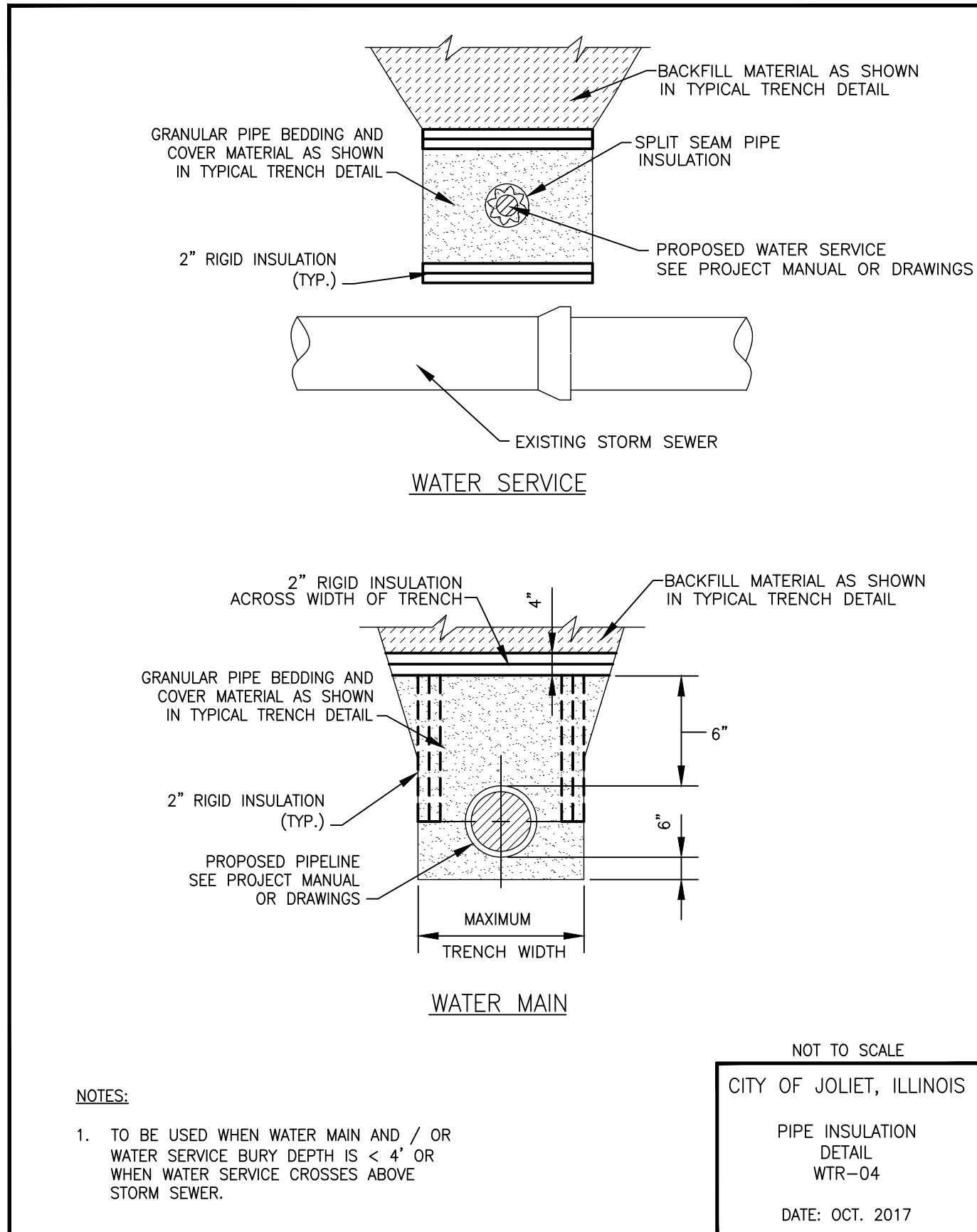
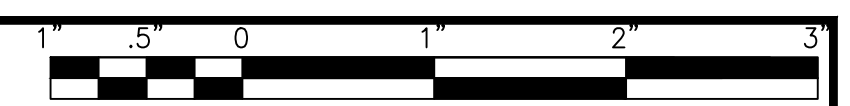
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	REVISED -

**CITY OF JOLIET, ILLINOIS**  
**GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS**  
**CITY OF JOLIET CONTRACT NO. 2930-0126**

SCALE: AS NOTED	PROJECT NO: 2401619.01	DESIGNED - EMK	TOTAL SHEETS	SHEET NO.
		DRAWN - ABN	53	C034
		CHECKED - PMK		
		DATE - 12/12/2025		

FINAL DESIGN FOR CONSTRUCTION

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**DUCTILE IRON-RESTRAINT JOINT TYPE PIPE LENGTH (FEET)**

FITTING TYPE	DIAMETER (IN)						
	4"	6"	8"	10"	12"	16"	20"
<b>HORIZONTAL BEND</b>							
11.25'	5	5	5	5	5	5	5
22.5'	5	5	5	5	10	10	10
45'	5	10	10	10	15	15	20
90'	15	20	20	25	30	40	45
<b>VERTICAL BEND</b>							
45'	20	25	35	40	45	60	70
TEE	5	5	5	5	5	5	5
VALVE (OPERATING PRESSURE)	20	30	35	45	50	65	80
VALVE (TESTING PRESSURE)	40	60	75	90	105	135	165
<b>REDUCER</b>							
6" NOMINAL PIPE	30	-	-	-	-	-	-
8" NOMINAL PIPE	55	35	-	-	-	-	-
10" NOMINAL PIPE	75	55	30	-	-	-	-
12" NOMINAL PIPE	90	80	55	35	-	-	-
16" NOMINAL PIPE	125	115	100	80	60	-	-
20" NOMINAL PIPE	160	150	135	125	105	60	-

**NOTE:** R/JT LENGTHS MAY VARY DEPENDING ON SITE CONDITIONS. LENGTHS SHOWN ARE MINIMUM PER 5' BURY DEPTH OF WATER MAIN AND, AGGREGATE PIPE BACKFILL.

**CITY OF JOLIET, ILLINOIS**  
 POLYWRAPPED DI R/JT DETAIL WTR-09  
 DATE: AUGUST 2024

**PVC-RESTRAINT JOINT TYPE PIPE LENGTH (FEET)**

FITTING TYPE	DIAMETER (IN)						
	4"	6"	8"	10"	12"	16"	20"
<b>HORIZONTAL BEND</b>							
11.25'	5	5	5	5	5	5	5
22.5'	5	5	5	5	5	10	10
45'	5	10	10	10	15	15	20
90'	10	15	15	20	25	35	40
<b>VERTICAL BEND</b>							
45'	15	15	20	25	30	40	45
TEE	5	5	5	5	5	5	5
VALVE (OPERATING PRESSURE)	15	20	25	30	35	45	50
VALVE (TESTING PRESSURE)	30	40	50	60	70	90	110
<b>REDUCER</b>							
6" NOMINAL PIPE	20	-	-	-	-	-	-
8" NOMINAL PIPE	35	20	-	-	-	-	-
10" NOMINAL PIPE	50	35	20	-	-	-	-
12" NOMINAL PIPE	60	50	40	20	-	-	-
16" NOMINAL PIPE	80	75	65	55	40	-	-
20" NOMINAL PIPE	105	95	90	80	70	40	-

**NOTE:** R/JT LENGTHS MAY VARY DEPENDING ON SITE CONDITIONS. LENGTHS SHOWN ARE MINIMUM PER 5' BURY DEPTH OF WATER MAIN AND, AGGREGATE PIPE BACKFILL.

**CITY OF JOLIET, ILLINOIS**  
 PVC R/JT DETAIL WTR-09  
 DATE: AUGUST 2024



CONSULTANTS	REVISED	DATE
	1	ADDENDUM #1 12/22/25

**CITY OF JOLIET, ILLINOIS**  
**GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS**  
**CITY OF JOLIET CONTRACT NO. 2930-0126**

DESIGNED	DRAWN	CHECKED	DATE	SCALE:	AS NOTED	PROJECT NO.:	2401619.01	TOTAL SHEETS	SHEET NO.
EMK	ABN	PMK	12/12/2025					53	C035

**FINAL DESIGN FOR CONSTRUCTION**