
Commonwealth Edison Company www.exeloncorp.com
Real Estate and Facilities
3 Lincoln Center – 4th Floor
Oakbrook Terrace, IL 60181

August 17, 2015

Michael Cosme
Metropolitan Water Reclamation District of Greater Chicago
100 East Erie Street
Chicago, IL 60611-3154

RE: Letter of Permission for soil boring
on ComEd Property:

Bellwood TSS 64
SE ¼ Section 9, Township 39 N., Range 12E
Proviso Township, Cook County
PL #456094 PIN: 15-09-400-040

Dear Mr. Cosme:

This is to advise Metropolitan Water Reclamation District of Greater Chicago, (hereinafter referred to as "Grantee"), that Commonwealth Edison Company, (hereinafter referred to as "Grantor"), has no objections to and hereby permits Grantee to enter upon a portion of Grantor's property, as shown outlined on the attached Exhibit "A", situated in the referenced above, in Cook County, Illinois, ("Grantor's Property") for the purpose of ingress and egress to perform soil boring, provided Grantee agrees to observe and comply with the following terms and conditions:

1. The permission herein granted shall expire on September 30, 2015.
2. Grantee agrees that it shall have the sole duty and responsibility to maintain Grantor's Property in a neat, clean and orderly manner to Grantor's satisfaction.
3. Grantee agrees that Grantor's Engineering Representative, Tina Kowalczyk, in Oakbrook Terrace, Illinois, at telephone number 224-244-1826, will be contacted at least 48 hours prior to the start of project and upon completion of the project.
4. Grantee agrees that no equipment above fourteen (14) feet in height shall traverse or be used on Grantor's Property where overhead electrical lines are present, and due care and caution shall be taken at all times when working with equipment under and adjacent to Grantor's energized lines.
5. It is further understood and agreed to by Grantee that if, in the opinion of Grantor's

Engineering Representative or other authorized agent, the work to be performed by Grantee on Grantor's Property endangers the facilities of Grantor; Grantor retains the right to stop all work until adequate assurances to Grantor are provided. Grantor's failure to stop all work is not to be deemed approval of Grantee's work or waiver of Grantor's rights to indemnification or otherwise under this Agreement. Also, Grantee agrees that any expense associated with Grantor's Engineering Representative's time or other authorized agent's time will be reimbursed to Grantor within 30 days upon written request.

6. Grantee understands it will provide insurance to Grantor as set forth in Grantor's "Insurance Rider", attached hereto and made a part hereof. Grantor shall not be liable to Grantee for damage to any equipment used in connection with such investigation work on Grantor's Property.
7. Grantee agrees to obtain, at its sole cost and expense, such permits, licenses or other authority which may be required from the State of Illinois, the County of Will and any other authorities having jurisdiction over Grantor's Property, Grantee, or Grantee's use of Grantor's Property, before using Grantor's Property for the purpose herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of any such authorities.
8. Grantee shall at all times, and under all circumstances, indemnify, defend (with counsel acceptable to Grantor), protect and save harmless, Grantor, Exelon Corporation, a Pennsylvania corporation, each of their respective parents, subsidiaries, affiliates, officers, directors, shareholders, agents, agents, contractors, licensees, lessees, guests, invitees, representatives, employees, successors, and assigns (collectively, the "ComEd Parties") from and against any and all damages, losses, expenses, liabilities, claims, demands, actions and causes of action whatsoever (including, without limitation, attorneys' fees which may be incurred in connection therewith) suffered or incurred by any of the ComEd 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 ComEd 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 (collectively, "Grantee Group") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Agreement on the part of Grantee, and notwithstanding anything to the contrary in this Agreement, such obligation to indemnify, defend and hold harmless the ComEd Parties shall survive any termination or expiration of this Agreement. This indemnification shall include, without limitation, 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).
9. At all times governed by the Agreement, Grantee shall conduct its operations and otherwise use or occupy Grantor's Property hereunder in compliance with all applicable Environmental Laws and shall not cause any Hazardous Materials (as hereinafter defined) to be introduced to or handled on the Grantor's Property hereunder. 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 ComEd 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 Materials used, brought upon, transported, stored, kept, discharged, spilled or released by Grantee, any member of the Grantee Group or any other person or entity (except for any person or entity which is a ComEd Party) in, on, under or from the Grantor's Property. As used in this section, the term "Hazardous Materials" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Laws. As used in this section, the term "Environmental Laws" shall mean all federal, state and local laws, statutes, regulations or ordinances relating to the protection of health, safety or the environment including, without limitation, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and all similar state and local laws now or hereinafter enacted or amended.

10. Grantee must provide documentation (including photographs) that the Grantor's Property is returned to its original condition after completion of the project and restoration..
11. No soil boring shall be taking within 20 feet of any transmission structure foundation caisson. In addition the Grantee must adhere to Operations responses attached hereto as Exhibit A.

The foregoing covenants and indemnification obligations shall survive any termination of this Agreement.

Nothing contained herein shall be deemed to be an agreement by Grantor or consent from Grantor to any other use of Grantor's Property now or in the future by Grantee. Grantor hereby reserves all of its rights to agree or reject any future requests or any proposed use of the Grantor's Property for any purpose.

If you are in agreement with the terms and conditions herein specified, please indicate by signing both originals and return them to me at the above address and the Insurance as required on the "Insurance Rider" as specified herein.

If you have any questions concerning the contents of this letter, please contact John Mishevski at (630) 437-2215.

Yours truly,

COMMONWEALTH EDISON COMPANY

By _____
Timothy O. Hughes
Director of Real Estate & Facilities

METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO

ACCEPTED THIS _____ DAY OF _____, 2015.

By: _____

Name: _____

Title: _____

INSURANCE RIDER

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

COVERAGE #1

Commercial General Liability (CGL) Insurance (with coverage consistent with ISO CG 00 01 12 04) with a limit of not less than four million dollars (\$4,000,000) per occurrence covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations (CGL insurance includes, but is not limited to coverage for claims against Grantor for injuries to employees of Grantee and its contractors or any subcontractors). Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 11 10 01

COVERAGE #2

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

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

If any work on Grantor's Property 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 use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Grantor's Property. 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 and #2 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. 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 Exelon.

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 Exelon under those policies procured in accordance with this Letter of Permission.

Exhibit A

Addison Creek Reservoir
Metropolitan Water Reclamation District of Greater Chicago
Preliminary Engineering Boring Location Exhibit - 11-186-5C

Soil Boring Location



Soil Borings : 13 through 14
Property Address: 3000 Randolph Street, Bellwood, IL
Property Index Number: 15-09-400-040-0000
Property Owner: ComEd, Three Lincoln Center 4th, Oakbrook Terrace, IL 60181

