

ACCESS AGREEMENT

This Access Agreement ("Agreement") is made and entered into this ____ of _____, 2013, by and between Nicor Gas Company ("Nicor") and Commonwealth Edison ("ComEd" and collectively, with Nicor, the "Utilities"), on the one hand, and the City of Aurora, a municipal corporation (the "City"), on the other hand.

WHEREAS, the Utilities are the owners of a parcel of property located within the City at the address commonly known as 421 South River Street (the "Site"); and

WHEREAS, the City owns, operates, maintains or otherwise controls certain highways and public ways near the Site; and

WHEREAS, the Utilities have represented to the City that there existed on the Site a former manufactured gas plant ("MGP"); and

WHEREAS, Nicor has hired and employed a consultant (the "Consultant") to act as general contractor for the demolition of an existing building and foundations (the "Facility") on the Site and to conduct the remediation of the Site with respect to materials associated with the former MGP; and

WHEREAS, as part of the demolition of the Facility and the remediation of the Site, the Utilities request permission to access the City driveway directly adjacent to the north gate of Nicor's West Facility (the "City's Property," depicted as "North Remediation Access Entrance" on Exhibit A) for ingress and egress to the Site for purposes of conducting the demolition and remediation in accordance with the permit documents (which shall include all applications, drawings, specifications, scope of work and supplements submitted by the Utilities) which have been reviewed and approved by the City and the Building Permit attached as Exhibit B

(collectively the "Permit") all of which are incorporated herein by reference, understanding that said Permit may be amended from time to time subsequently.

NOW, THEREFORE, the City grants to the Utilities and their Consultant permission to enter onto the City's Property in accordance with the following terms and conditions:

1. The City authorizes and grants to the Utilities and their Consultant, contractors, subcontractors, agents and employees, access to and from the City's Property (the "Access") to conduct the demolition and remediation on the Site in accordance with the Permit. The Utilities and their contractors and agents shall not unreasonably interfere with the City's operations during the course of the Access or other operations authorized by this Agreement. The Utilities and their contractors, subcontractors and employees shall coordinate with the City regarding traffic and the Access.

2. The Utilities shall at all times conduct the Access in such a manner as to minimize hazards to vehicular and pedestrian traffic and to those using the City's Property. The Utilities shall schedule the Access on days and times acceptable to the City Engineer. In emergency situations or matters involving health and safety, the Utilities acknowledge and agree that the City may require the Utilities and their contractors and agents to vacate all or part of the City's Property.

3. The Utilities shall not trim, cut or in any way disturb any trees or shrubbery on the City's Property without the written approval of the City Engineer or his duly authorized representative. Understanding that they have the right of access, the Utilities will not do or permit any act or thing which may impair the value of the City's Property or that materially increases the dangers or poses an unreasonable risk of harm to persons on or off the City's Property arising from activities thereon, or that constitutes a public or private nuisance or waste to the City's Property or any part thereof. Neither the Utilities nor their contractors shall represent or hold themselves out as employees or agents of the City.

4. In the course of the Access, the Utilities shall not use the City's Property for any activities involving the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste, except as otherwise provided in this Agreement. In the course of the Access, the Utilities shall not conduct any activity on the City's Property or use the City's Property in any manner: (i) which would cause the City's Property to become a hazardous waste treatment, storage, or disposal facility, (ii) so as to cause a release or threat of a release of hazardous waste from the City's Property, or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, except as otherwise provided in this Agreement.

5. The Utilities shall not seek from the City any costs and expenses associated with the Access. The Utilities agree to assume all health and safety risks associated directly or indirectly with the Access. The City shall not be held responsible in any way for any

losses, damages or expenses suffered by the Utilities or their contractors and agents, except for damages caused by the City's own active negligence. The Utilities shall bear the sole and entire risk of their property or equipment being located on the City's Property.

6. In consideration for the City's agreement to permit the Access contemplated by this Agreement, the Utilities agree as follows:

A. The Utilities shall indemnify and hold the City, its officers, City Council members, servants, employees, agents and successors and assigns both in their individual and official capacities (collectively, "City Affiliates") harmless from any and all liability that may be incurred by damage or repair to utilities on the City's Property caused by the acts of the Utilities and/or Consultant, their employees, servants, subcontractors and agents, in the course of the Access.

B. The Utilities, and their successors and assigns, shall defend, indemnify and hold harmless the City and the City Affiliates and each of them, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages, and claims, and all costs and expenses, including, but not limited to, attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws (including the common law), statutes, ordinances, rules, regulations and other requirements, relating to or which the City and/or the City Affiliates may incur as a result of lawsuits, administrative proceedings and disputes of any description arising from the Access.

C. Notwithstanding any other provision of this Agreement, neither the City nor the City Affiliates shall be liable to the Utilities or to their Consultant for Losses associated with the Access that arise from any condition on the City's Property or Hazardous Substances, Hazardous Waste, or Petroleum emanating from or contained in the City's Property (including the groundwater thereunder).

D. The Utilities shall assume the expense of defending the City and the City Affiliates with respect to all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the Access. In the event that the City or any of the City Affiliates is/are named as a defendant(s) in any such lawsuit, the City and/or any of the City Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit (subject to the written approval of the Utilities, which approval shall not be unreasonably withheld), and the reasonable costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by the Utilities pursuant to the indemnification provisions herein. The City and/or City Affiliates agree to defend appropriately any and all suits arising out of the matters to be indemnified under this Agreement brought against them and to assert the reasonable defenses available to the City and/or City Affiliates under statutory law and/or common law with the intended purpose of dismissal of any such suit as quickly and efficiently as possible. The City and/or City Affiliates shall timely notify the Utilities in writing of any such suit after being served with such suit and shall timely apprise the Utilities of any and all material developments in such suit. The City and/or City Affiliates shall not settle any such suit without the written permission of the Utilities, which permission shall not be unreasonably withheld. Nothing in this Agreement requires the Utilities or their Consultant to defend or

indemnify the City or City Affiliates for those entities' own active negligent acts.

7. The Utilities and their agents, contractors, subcontractors and employees shall conduct the Access so as to take all reasonable precautions to minimize damage to the City's Property from the installation of any equipment and shall restore the City's Property to its condition that existed immediately prior to the initiation of the Access within twenty (20) days after completion of the Access or the termination of this Agreement. The restoration of the City's Property must be to the City Engineer's reasonable satisfaction.

8. With respect to insurance, Nicor and its Consultant agree to obtain and furnish at their own expense insurance policies that are acceptable to the City as follows:

(a) Worker's Compensation and Employer's Liability insurance, statutory limits.

(b) Commercial General Liability Insurance for bodily injury and property damage to include completed operations, explosion, collapse and underground hazard coverage, with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All such insurance policies shall provide (unless by specific statute applicable thereto it is otherwise provided) coverage for: (a) damage to above-ground or underground property; (b) collapse of structures; and (c) damage to completed operations.

(c) Automobile Liability Insurance covering owned, non-owned, and hired vehicles used in connection with the Access with a limit of not less than \$1,000,000 per accident combined single limit.

(d) Pollution Liability with a limit of not less than \$3,000,000 per claim, \$3,000,000 aggregate to cover damage or losses for bodily injury and property damage resulting from such handling or use.

Such policies shall be underwritten by insurance carriers that are reasonably acceptable to the City, and shall be provided on a primary and noncontributory basis with regard to the activities to be performed under this Agreement and any insurance carried by the City or City Affiliates. The coverages required under (b), (c) and (d) shall name the City of Aurora and the City Affiliates as additional insureds. Certificates of Insurance listing the City as Certificate Holder shall be provided as proof that the required insurance is in force and such certificates of insurance shall provide for advance notice to the City of cancellation thereof. The Certificates of Insurance and endorsements required hereunder shall be submitted to and approved by the City before the Access is permitted. The City understands and acknowledges that Nicor will fulfill the requirements of this paragraph by providing a Letter of Self-Insurance in an amount greater than Two Million Dollars.

9. This Agreement shall inure to the benefit of, and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, insurers, agents, servants, employees, administrators, executors, representatives and/or successors in interest of any kind whatsoever, of the parties hereto.

10. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

11. In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such remaining term and provision shall be valid and remain in full force and effect.

12. This Agreement embodies the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Agreement embodies and merges the entire understanding between and among the parties hereto, and any and all prior correspondence, conversations, or memoranda relating the subject matter stated herein are being merged herein and replaced hereby. No change hereto shall be effective without the written consent and authorization of all of the parties hereto.

13. In construing this Agreement and/or determining the rights of the parties hereunder, no party shall be deemed to have drafted or created this Agreement, or any portion thereof.

14. Notices required pursuant to this agreement shall be sent to:

(a) for Nicor:

Ms. Somali Tomczak and Mr. Michael Partee
Nicor Gas Company
1844 Ferry Rd.
Naperville, IL 60563

With a copy to:
Mark R. Ter Molen
Mayer Brown LLP
71 South Wacker Boulevard
Chicago, IL 60606

(b) for ComEd:

Gail MacMillan
ComEd
Two Lincoln Center, 7th Floor
Oakbrook Terrace, IL 60181

With a copy to:
Yesenia Villaseñor
Exelon Corporation
10 South Dearborn, 49th Floor

Chicago, IL 60603

(c) for the City:

Alayne Weingartz
City Corporation Counsel
City of Aurora
44 East Downer Place
Aurora, IL 60507-2067

Alex G. Alexandrou
Chief Administrative Services Officer
City of Aurora
44 East Downer Place
Aurora, IL 60507-2067

With a copy to:
Dennis Walsh
Klein, Thorpe & Jenkins, LLP
15010 S. Ravinia Ave.
Suite 10
Orland Park, IL 60462-3162

15. The executing representatives of the parties to this Agreement represent and certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind that party to it.

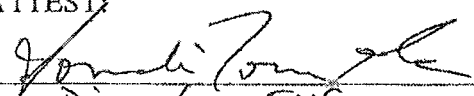
IN WITNESS WHEREOF, this Agreement has been executed as of the date specified above.

NICOR GAS

By: 

Its VP Business Support

ATTEST:


Its Director EHS.

COMMONWEALTH EDISON

By: 

Its Director, Environment,
Health + Safety

ATTEST:

Gail E MacMillan

Its Senior Remediation Project Manager

CITY OF AURORA, Illinois

By: _____
Its _____

ATTEST:

Its _____

Exhibit A
 City's Property

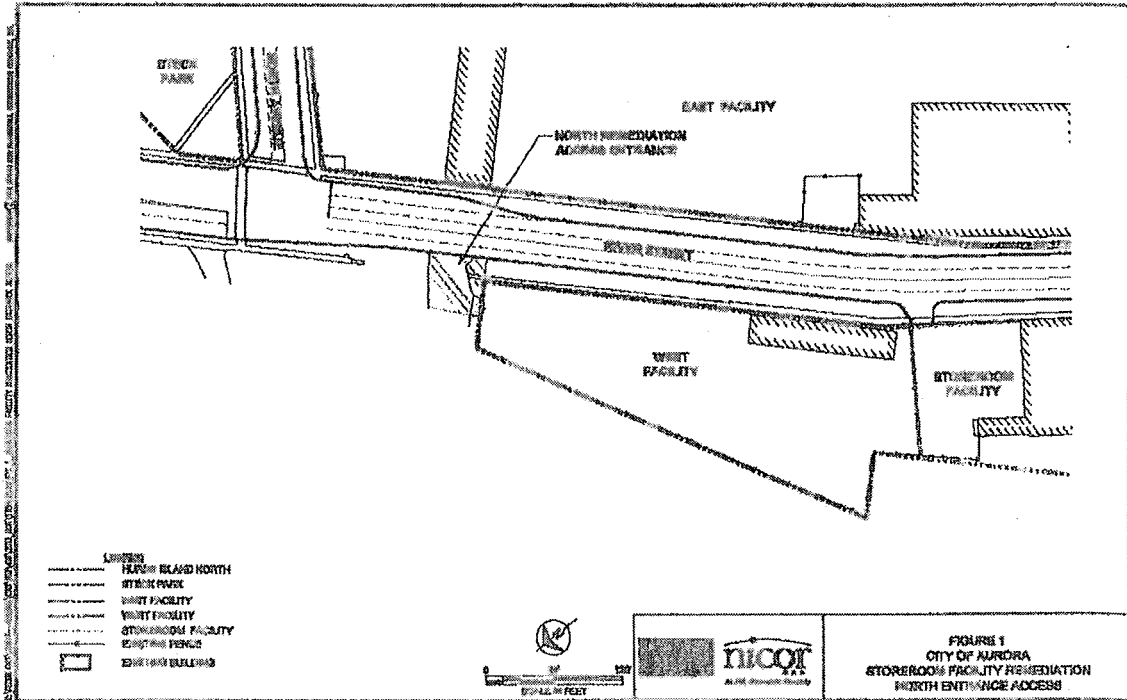


Exhibit B

City Permit



City of Aurora

Department Building and Parks - 65 West Street - Aurora, Illinois 60505-1926 - Phone: (830) 256-3130 - Fax: (830) 256-3139

BUILDING PERMIT

Application Number	12-00000012	Date	9/30/13
Application pin number	494688		
Revision number	3		
Property Address	421 S RIVER ST		
Parcel Number	15-26-201-005		
Lot #1	364750		
Taxpayers name	DRMO BLDG/TRMP FENCE		
Application type description	**DEMO - COMMERCIAL BUILDINGS		
Subdivision Name			
Property Use	BUSINHHB		
Property Zoning	MANUFACT DIST-LIMITED		
Application valuation	232025		
Application Description DEMO COMMERCIAL BUILDING/TRMP FENCE			
Owner	Contractor		
CHICAGO TITLE & TR #123885-02	BURNS & MCDONNELL ENGINEERING		
171 N CLARK ST #575	1311 OPUS PL, SUITE 900		
CHICAGO IL 60602	CORNER GROVE IL 60515		
	(630) 724-3300		
Structure Information	000 000	DEMO BLDG/TRMP FENCE	
Flood Zone		PLS. VERIFY W/ FEMA MAP	
Other struct info		CM CASE ON FILE#	NONE
Permit	**DEMO ENTIRE STRUCTURE CON		
Additional desc	EXTENDED THROUGH JULY 2014		
Permit pin number	2155097		
Sub Contractor	BURNS & MCDONNELL ENGINEERING		
Permit Fee	2441.00	Plan Check Fee	801.15
Issue Date	7/19/13	Valuation	202025
Expiration Date	7/19/14		
Qty	Unit Charge	Per	Extension
2841.00	1.0000	BABE FEE	2500.00
		COM REMODELING >100K	2841.00
Special Notes and Comments			
PLEASE TAKE OUR CUSTOMER SATISFACTION SURVEY AT: http://www.aurora-il.org/comm/unitydevelopment/customer_survey.php			
Remove demolition debris in it's			
Need Certificate of Appropriateness			
Structures in a flood plain may not be prior to demolition in any Historic District. (Verify)			
PRIOR TO DEMOLITION CONTACT ALL UTILITIES TO DISCONNECT EACH SERVICE PER THE UTILITIES REQUIREMENTS. CALL J.U.D.I.R			
PRIOR TO DEMOLITION OF STRUCTURE THE WATER AND SANITARY SERVICE LINES MUST BE PROPERLY DISCONNECTED FROM THEIR SOURCES AND THE RESTORATION OF THE PAVING OR GRADE SHALL BE PERFORMED IN CONFORMANCE WITH THE CITY OF AURORA STANDARDS.			
FOR DISCONNECTION OF WATER AND SEWER CONTACT CITY OF AURORA WATER AND SEWER MAINTENANCE DEPT. (630) 844-2800			
FOR RUSHING AND SEEDING OF PRIVATE PROPERTY CONTACT THE CITY OF AURORA PROPERTY STANDARDS DEPT. (630) 997-4889.			
Permanent fencing eventually placed along River and Prairie streets is to be ornamental (decorative metal).			
All work authorized under this permit shall be performed in accordance with the current access agreement between the City of Aurora and NICOR Gas and shall meet the provisions of the City of Aurora's Standard Specification for Improvements.			
Other Fees	CERTIFICATE OF COMPLETION		15.00

Call (830) 256-3130 at least 48 hours in advance to schedule inspections, or go to <http://cityofaurora.org/CityPermits>

Supplemental Information for Nicor Gas/ComEd North Gate Access Agreement June 2015

Purpose of Access Agreement

Nicor Gas and ComEd are conducting environmental remediation of the Storeroom property located at 421 S. River Street (northwest corner of S. River and Prairie Streets) which is anticipated to be completed by the end of 2015. Vehicles currently enter the property through a gate on S. River Street and exit onto Prairie Street. However, as excavation moves to the eastern side of the property in the coming months, the gate along S. River Street will not be available for use.

Use of the north gate is an important safety measure as it will provide separate entrance and exit gates for vehicles on the property thereby reducing/eliminating the need for trucks to turn around. It also will allow the trucks to enter the property more efficiently reducing traffic backups on adjacent streets. While the gate on the north end of the Nicor Gas property has been traditionally used by utility vehicles, this access agreement formalizes the right for the vehicles to cross approximately 20 feet of city owned property. Vehicles using this access route will be carrying clean backfill material or will be empty. The city property will be restored to its current condition by the utilities when the work is complete.

Figure Showing Location of Storeroom Remediation and Gate Locations

