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AN EXELON COMPANY

March [ ], 2026  
Mr. Christopher Blomquist  
Chief School Business Official  
Wood Dale School District 7  
543 N. Wood Dale Road  
Wood Dale, Illinois 60191

Email: \_\_\_\_\_

Re: Commonwealth Edison Company on behalf of the Board of Education for the Village of Wood Dale Easement Agreement Side Letter on the Wood Dale School District Property  
PIN: 14-16-304-014

Dear Sir/Madam:

Commonwealth Edison Company (“ComEd”) has agreed to a certain Grant of Right of Way Easement (the “Agreement”) with Wood Dale School District 7 (“Grantor”), (“Board”) for an Easement Parcel on a portion of Grantor’s Property, wherein ComEd agreed to terms that are slightly different than its standard easement agreement, in part due to the school’s public function. Capitalized terms used herein and not otherwise defined in this letter shall have the same meaning as set forth in the Agreement.

ComEd is willing to provide these more limited terms, but certain terms cannot be recorded in an easement against Grantor’s Property. Therefore, ComEd provides this letter (“Side Letter”) in lieu of recording certain provisions in the Agreement. Specifically, ComEd will agree to provide certain compensation, indemnification and insurance terms that it would otherwise not entertain. Such obligations are unique to this transaction and shall not constitute a precedent or commitment for any future agreements. ComEd hereby agrees to provide the Board with the following Compensation, Indemnification and Insurance terms to enhance the Agreement, executed in conjunction herewith, which terms shall be in effect for the Term of the Agreement as set forth in the Agreement:

**Compensation.**

As additional consideration for the grant of the Easement, the Grantee shall pay to the Grantor the sum of Two Hundred Thousand Dollars (\$200,000.00) withing ten (10) days following the execution of the Easement and Side Letter.

**Indemnification.**

Grantee agrees to indemnify, defend, and save Grantor, its agents, and employees, and all other persons or entities acting at the direction of Grantor, harmless from and against any and all liabilities, claims, losses, or demands, that Grantor incurs arising out of or occurring in connection with any negligent act or omission of Grantee, any of its contractors or subcontractors, or anyone directly or indirectly employed or engaged by Grantee, arising from Grantee’s exercise or use of the rights granted under this Easement.

**Insurance.**

Grantee shall maintain and require any of its contractors hired to perform any work on the Facilities or any other area of the easement, to maintain liability insurance in reasonable



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amounts and with reputable companies as are reasonably acceptable to Grantor, to protect Grantor and Grantee against claims arising directly or indirectly out of or in connection with Grantee's conduct of the Right of Way Easement or exercise or use of the rights granted under this Easement.

Right to Self-Insure: Grantee, Commonwealth Edison, a public utility regulated by the State of Illinois, may self-insure for work that it performs and for its obligations under the Easement Agreement. Prior to entering upon the Easement Parcel, Grantee shall deliver a letter of self-insurance in form and substance satisfactory to the Board. The right to self-insure is limited to Commonwealth Edison and it does not extend to its lessees, licensees, agents, contractors or subcontractors who shall provide the insurance required in this Agreement.

Insurance Policies, Certificates of Insurance and Letter of Self Insurance shall be sent to:

Board of Education  
Wood Dale School District 7  
Attn: Superintendent  
43 N. Wood Dale Road  
Wood Dale, Illinois 60191  
Phone:  
Fax:  
Email:

Please feel free to call me with any additional questions and indicate your acceptance of the above terms by signing where indicated below. We look forward to working with you for this project on the Wood Dale School District property.

Sincerely,

Acknowledged and Agreed:

Pamela Visvardis Savvides  
Assistant General Counsel  
Capital Projects  
Commonwealth Edison Company

Board of Education of Wood Dale School District 7

By: \_\_\_\_\_

Dated: \_\_\_\_\_

cc: