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GRANT OF ELECTRICAL TRANSMISSION UTILITY EASEMENT

THIS GRANT OF ELECTRICAL TRANSMISSION UTILITY EASEMENT (this “Easement”) is granted as of the ____ day of _____, 2021, by and between PROGRESSIVE PARK ROCHELLE, LLC, an Illinois limited liability company (“Grantor”), and COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Grantee”).

RECITALS:

A. Grantor is the owner of that certain land located in the State of Illinois described more particularly on Exhibit A attached hereto and made a part hereof (“Grantor’s Property”).

B. Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, an electrical transmission utility easement for the installation, use, operation and maintenance of electrical transmission facilities, as more fully described herein below, in, upon, under, over, across and along those areas of Grantor’s Property described more particularly in Exhibit B (the “Electrical Transmission Utility Easement Area”), and an easement over and through certain other portions of Grantor’s Property for purposes of providing ingress and egress to and from the Electrical Transmission Utility Easement Area, all as more particularly described herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee and Grantee's agents, contractors, employees, representatives, successors and assigns ("Grantee Parties"), hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State of Illinois:

(a) a non-exclusive, perpetual right and easement in, over, under, along, upon and across the Electrical Transmission Utility Easement Area to install, construct, reconstruct, renew, erect, operate, use, patrol, maintain, repair, relocate, extend, alter, add, substitute and remove overhead and underground electrical transmission and communications lines and related facilities consisting of one or more circuits, including, without limitation, cables, conductors, wires, towers and related equipment structures and facilities, poles, pole structures, footings, foundations, controls, switches, relays, circuit breakers, telemetry and monitoring devices, anchors, transformers, pedestals and necessary fixtures, appurtenances and related lines, equipment, structures and facilities (collectively referred to in this Easement as the "Facilities"); provided, however, that Grantee shall not construct or install surface-level Facilities within the portion of the Electrical Transmission Utility Easement Area depicted as the "No Surface Level Facilities Area" on Exhibit C attached hereto and made a part hereof (consisting of the northernmost forty feet (40') of the Electrical Transmission Utility Easement Area), it being agreed that Grantee shall have the right to construct and install only aerial Facilities (including, without limitation, overhead wires, lines and cables) and/or underground Facilities within such No Surface Level Facilities Area pursuant to this Easement; and

(b) a non-exclusive, perpetual right and easement over, upon, along and across the Electrical Transmission Utility Easement Area and (if constructed by Grantor) the Access Road (as hereinafter defined) to gain ingress to and egress from the Electrical Transmission Utility Easement Area at any and all times, for any or all of the purposes specified in clause (a) above,

together with the right to cut down, trim or otherwise control the growth of all trees, bushes and other vegetation growing at, under, upon or over the Electrical Transmission Utility Easement Area and to clear any and all obstructions from the surface and subsurface of the Electrical Transmission Utility Easement Area which would impede access to, or interfere with or potentially interfere with the Facilities, as determined in Grantee's sole discretion. Each and all of the rights, privileges and easements conferred upon Grantee and the Grantee Parties pursuant to this Easement may be exercised by Grantee and the Grantee Parties from time to time and at any time, without any notice (prior or subsequent) to Grantor. "Transmission" as used in this Easement shall mean and refer to equipment, lines and facilities used from the transmission of electricity at voltages greater than or equal to 69 kV (it being acknowledged and agreed that communications and fiber optic equipment, lines and facilities installed and operated pursuant to this Easement may have voltages lower than such 69 kV voltage).

2. Use of Grantor's Property. In no event shall Grantor or any of its agents, contractors, tenants, licensees, guests, invitees, employees, representatives, grantees, successors and assigns (including, without limitation, any and all successors in title to the Electrical Transmission Utility Easement Area) (collectively, the "Grantor Parties") use the Electrical Transmission Utility Easement Area for any purpose that would disrupt or interfere with the use of the Electrical Transmission Utility Easement Area by Grantee or any of the Grantee Parties for the purposes set forth herein, or the exercise of any of the rights of Grantee or the other Grantee Parties hereunder. In no event shall Grantor or any of the other Grantor Parties gain access to, damage, disrupt or otherwise interfere with the Facilities (whether now existing or installed in

the future). Without limiting the generality of the foregoing, Grantor hereby acknowledges and agrees as follows:

(a) Except as provided in Exhibit D attached hereto and made a part hereof, no building, structure or obstruction of any kind shall be placed, erected or used, and no trees may be planted by (or on behalf of) any of the Grantor Parties on the Electrical Transmission Utility Easement Area without Grantee's prior written consent.

(b) No changes in grade to the Electrical Transmission Utility Easement Area shall be made by any of the Grantor Parties that would increase or decrease the existing ground elevation of the Electrical Transmission Utility Easement Area without Grantee's prior written consent.

(c) No pond, detention or retention basins, ditches, water storage facilities, irrigation systems, underground pipe or other facility shall be placed by any of the Grantor Parties in, on, over or under the Electrical Transmission Utility Easement Area without Grantee's prior written consent.

(d) No flammable or explosive materials or hazardous waste shall be used, brought, stored or burned on the Electrical Transmission Utility Easement Area by any of the Grantor Parties. No burning or composting may be done in the Electrical Transmission Utility Easement Area without Grantee's prior written approval.

(e) Grantor Parties shall observe at all times all height limitations and clearance requirements described in the National Electrical Safety Code or otherwise required under applicable law, and shall comply with minimum approach distances to energized conductors and other relevant regulations as covered by the Occupational Health and Safety Administration (OSHA).

3. Access Road. Grantor and Grantee acknowledge that Grantor has informed Grantee that Grantor proposes to install an access road within the portion of the Electrical Transmission Easement Area designated as the "Access Road" on Exhibit E attached hereto and made a part hereof (the "Access Road"). Grantee hereby acknowledges that Grantor's installation and use of the Access Road (as shown on Exhibit E) for normal and customary commercial vehicular and pedestrian access, ingress and egress purposes shall be permitted under this Easement; provided that (a) the Access Road does not involve any changes to the grade of the Electrical Transmission Utility Easement Area that would increase or decrease the existing ground elevation of the Electrical Transmission Utility Easement Area (or Grantee shall have consented in writing to any such changes of grade), (b) the vehicles using the Electrical Transmission Easement Area shall not have a height greater than fourteen feet (14'), and (c) nothing contained in this Section 3 shall be deemed to limit Grantor's covenants set forth in the first two (2) sentences of Section 2 above, including, without limitation, the requirement that neither Grantor nor the other Grantor Parties shall gain access to, damage, disrupt or otherwise interfere with the Facilities. Prior to installing the Access Road, Grantor shall provide Grantee with plans and specifications therefor, sufficient for Grantee to review the same to ensure compliance with the terms of this Section 3.

4. Covenants Running With the Land. The terms, conditions, rights and easements contained herein shall be covenants running with the land and shall be perpetual. This Easement shall be recorded against the Grantor's Property, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the parties hereto and their respective grantees, successors and assigns (including, without limitation, any and all successors to Grantor in title to Grantor's Property).

5. 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:

(a) <u>If to Grantee:</u>	(b) <u>If to Grantor</u>
Commonwealth Edison Company Three Lincoln Centre Oakbrook Terrace, IL 60181 Attn: Director, Real Estate & Facilities	Progressive Park Rochelle, LLC P.O. Box 212 Rochelle, Illinois 61068 Attn: Tim Bruns

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.

6. No Cancellation upon Breach. It is expressly agreed that no breach of this Easement shall entitle any party to cancel, rescind or otherwise terminate this Easement.

7. Crop Damage; Restoration. Grantee will pay Grantor the reasonable cost of damages done to crops, if any, by Grantee by reason of Grantee's exercise of its rights hereunder, and will repair or replace all damaged fences, gates, drains, drain tiles and ditches which may result from Grantee's installation and maintenance of the Facilities. In the event an existing fence is cut for construction purposes by Grantee, Grantee will provide a temporary fence which will be replaced by a permanent fence installed in a workmanlike manner after completion of construction of the Facilities.

8. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows: (a) Grantor is the legal fee simple titleholder of the Grantor's Property and the Electrical Transmission Utility Easement Area, and Grantor has obtained all required consents, releases and permissions required to grant the easements and other rights set forth in this Easement; (b) each person and/or entity signing the Easement on behalf of the Grantor has the full and unrestricted authority to execute and deliver this Easement and to grant (and/or to cause Grantor to grant) the easements and rights hereunder; (c) There are no encumbrances or liens against Grantor's Property or Electrical Transmission Utility Easement Area except as recorded in the County recorder's office; and (d) there are no unrecorded leases, licenses or other agreements governing or affecting the right of any person or entity to occupy any portion of the Grantor's Property or the Electrical Transmission Utility Easement Area. The foregoing representations and warranties of Grantor shall survive the grant of the easements and other rights hereunder.

9. Estoppel Certificate. Grantor agrees that from time to time upon not less than ten (10) days' prior written request from Grantee, Grantor will deliver to Grantee a statement in writing signed by Grantor certifying: (a) that this Easement is unmodified and in full force and effect (or if there have been modifications, that the Easement as modified is in full force and effect and identifying the modifications); (b) that, to Grantor's knowledge, Grantee is not in default under any provision of this Easement (or, if such a default or event has occurred, the nature thereof in reasonable detail); (c) that Grantor is not in default

under any provision of this Easement (or, if such a default or event has occurred, the nature thereof in reasonable detail); and (d) such other matters as may reasonably be requested by Grantee.

10. Miscellaneous.

(a) If any term, provision or condition in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Easement shall be valid and enforceable to the fullest extent permitted by law.

(b) The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) This Easement may be executed in several counterparts, each of which shall be deemed an original; further the signature of the parties hereto on this Easement may be executed and notarized on separate pages, and when attached to this Easement shall constitute one complete document. The section headings appearing in this Easement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.

(d) Each party agrees that it will execute and deliver such other documents and take such other actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

(e) The failure of either party to enforce at any time any provision of this Easement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Easement or any part thereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Easement shall be held to constitute a waiver of any other or subsequent breach. 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.

[Signatures and acknowledgments on next page(s)]

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed as of the day and year first above written.

GRANTOR

PROGRESSIVE PARK ROCHELLE, LLC
an Illinois limited liability company

By: _____

Name: _____

Title: _____

GRANTEE

COMMONWEALTH EDISON COMPANY,
an Illinois corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
)SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Progressive Park Rochelle, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he/she signed and delivered the said instrument pursuant to the authority of such limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

EXHIBIT A TO GRANT OF ELECTRICAL TRANSMISSION UTILITY EASEMENT

GRANTOR'S PROPERTY

[TO BE INSERTED]

Property address:

EXHIBIT B TO GRANT OF ELECTRICAL TRANSMISSION UTILITY EASEMENT
ELECTRICAL TRANSMISSION UTILITY EASEMENT AREA

[TO BE INSERTED]

EXHIBIT C TO GRANT OF ELECTRICAL TRANSMISSION UTILITY EASEMENT

NO SURFACE LEVEL FACILITIES AREA

[TO BE INSERTED]

EXHIBIT D TO GRANT OF ELECTRICAL TRANSMISSION UTILITY EASEMENT

PERMITTED GUARD SHACK

Notwithstanding the terms of Section 2(a) of the Easement to which this Exhibit is attached, Grantor shall be permitted to install and operate one (1) security guard shack (“Guard Shack”) within the Electrical Transmission Utility Easement Area, upon and subject to the following terms, provisions and conditions:

1. The maximum height of the Guard Shack (including foundation) shall be no taller than nine feet (9’) from existing ground grade level at its tallest point;
2. The Guard Shack shall be constructed of fire retardant materials;
3. The location of the Guard Shack within the Electrical Transmission Utility Easement Area shall have been approved by Grantee (which approval shall not be unreasonably withheld);
4. The Guard Shack shall be sited to provide adequate clearances from the Facilities, shall not obstruct access to the Facilities by Grantee or the Grantee Parties, and shall otherwise comply with the terms of Section 2 of the Easement to which this Exhibit is attached;
5. The Guard Shack shall not create or result in the creation of any electrostatic induction problems, and Grantor shall study the need for grounding and install as needed in connection therewith;
6. No fencing shall be permitted within the Electrical Transmission Utility Easement Area in connection with the Guard Shack; and
7. Storage of flammable or environmentally hazardous material within the Guard Shack shall not be permitted.

Prior to installation of any Guard Shack within the Electrical Transmission Utility Easement Area, Grantor shall provide Grantee with plans and specifications therefor for Grantee’s review and approval (which approval shall not be unreasonably withheld or delayed, and shall be based upon the criteria set forth in this Exhibit). Reasonably promptly following installation of any Guard Shack within the Electrical Transmission Utility Easement Area, Grantor shall provide Grantee with as-built plans thereof.

If Grantee installs any Guard Shack within the Electrical Transmission Utility Easement Area, then Grantor shall indemnify, defend (with counsel reasonably acceptable to Grantee) and hold harmless Grantee, its parents, subsidiaries and affiliates, and their respective officers, directors, members, managers, partners, employees, agents, representatives, successors and assigns, from and against any and all claims, demands, suits, causes of action, proceedings, losses, costs, damages, liabilities, expenses and fees (including, without limitation, court costs and reasonable attorneys’ fees) resulting from or arising out of the construction, installation, maintenance, repair, use, operation, removal and/or presence of such Guard Shack within the Electrical Transmission Utility Easement Area.

Nothing contained in this Exhibit shall be deemed to limit Grantor’s covenants set forth in the first two (2) sentences of Section 2 of the Easement to which this Exhibit is attached, including, without limitation, the requirement that neither Grantor nor the other Grantor Parties shall gain access to, damage, disrupt or otherwise interfere with the Facilities.

EXHIBIT E TO GRANT OF ELECTRICAL TRANSMISSION UTILITY EASEMENT

ACCESS ROAD LOCATION

The area designated as "ACCESS ROAD" in the drawing below.

