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Attn: Director, Real Estate & Facilities

PIN(s): 25-32-201-008

ACCESS AND BUFFER EASEMENT

THIS ACCESS AND BUFFER EASEMENT (this “Easement”) is granted as of the ____ day of _____, 2021, by and between the CITY OF ROCHELLE, an Illinois municipal corporation (“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. Grantee is the owner of that certain land located in the State of Illinois described more particularly on Exhibit B attached hereto and made a part hereof (“Benefited Parcel”).

C. Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, an easement upon, over, across and along the portion of the Grantor’s Property described and/or depicted on Exhibit C attached hereto and made a part hereof (“Access Easement Area”) for purposes of gaining vehicular access, ingress and egress at any and all times on and over the Access Easement Area to, from and between the Benefited Parcel and the public street adjacent thereto commonly known (as of the date of this Easement) as Ritchie Court, as more fully described herein, all upon the terms, provisions and conditions set forth in this Easement.

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; Buffer.

(a) 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 non-exclusive, perpetual (subject to Section 4 below) right and easement appurtenant to the Benefited Parcel in, over, along, upon and across the Access Easement Area for purposes of gaining vehicular ingress, egress and access to, from and between the Benefited Parcel and the public street commonly known (as of the date of this Easement) as Ritchie Court, Rochelle, Illinois (such public street, as the same may be modified or renamed from time to time, "Ritchie Court") at any and all times. 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.

(b) Grantor hereby covenants and agrees with Grantee and its successors and assigns, for the benefit of the Benefited Parcel, that neither Grantor nor 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 Grantor's Property) (collectively, the "Grantor Parties") shall place, construct or install any buildings, structures, improvements, obstructions, trees, bushes or vegetation within the portion of Grantor's Property described and/or depicted on Exhibit D attached hereto and made a part hereof.

2. Construction, Maintenance and Repair.

(a) Grantor shall construct and install, at Grantor's sole cost and expense, an approximately twenty-five foot (25') wide access drive within the Access Easement Area providing vehicular ingress, egress and access to, from and between the Benefited Parcel and Ritchie Court, together with one (1) curb cut providing access between Ritchie Court and said access drive in the location shown on Exhibit C, and two (2) curb cuts providing access between such access drive and the Benefited Parcel in the locations shown on Exhibit C (such access drive and curb cuts are collectively referred to herein as the "Permanent Access Facilities"). Grantor shall construct the Permanent Access Facilities in a good and workmanlike manner, in compliance with all applicable laws, statutes, codes, ordinances, regulations, court orders, permits and other legal requirements ("Legal Requirements") and free of liens. The Permanent Access Facilities shall be designed and constructed in a manner sufficient to accommodate use by vehicles customarily used in connection with electric substation operations.

(b) Grantor shall complete the construction and installation of the Permanent Access Facilities no later than May 31, 2022, such that the Permanent Access Facilities are available for use by Grantee and the other Grantee Parties for vehicular access purposes as contemplated herein by such date. Grantor and Grantee acknowledge that, during the period that Grantor is constructing and installing the Permanent Access Facilities, Grantee may be constructing and installing certain electrical substation and related facilities and improvements on the Benefited Parcel. In such event, Grantor and Grantee shall reasonably cooperate in scheduling and coordinating their respective construction and installation activities, so as to avoid or reasonably minimize any interference with the other party's respective work.

(c) Prior to construction and installation of the Permanent Access Facilities, Grantor shall construct and install within the Access Easement Area a temporary access drive and temporary curb cuts (such temporary access drive and temporary curb cuts, the "Temporary Access Facilities"; and,

collectively with the Permanent Access Facilities, the “Access Facilities”) in substantially the same locations as the locations of the applicable Permanent Access Facilities and sufficient to enable construction vehicles and equipment to gain ingress and egress to, from and between the Benefited Parcel and Ritchie Court. The Temporary Access Facilities shall consist of at least twelve inches (12”) of CA-6 stone. Grantor shall construct the Temporary Access Facilities in a good and workmanlike manner, in compliance with all applicable Legal Requirements, free of liens. Grantor shall complete the construction and installation of the Temporary Access Facilities no later than May 20, 2021, such that the Temporary Access Facilities are available for use by Grantee and the other Grantee Parties for vehicular access purposes for construction vehicles and equipment as contemplated herein by such date. Grantee and the Grantee Parties shall have the right to continued use of the Temporary Access Facilities until such time as the Permanent Access Facilities are completed and, in any case, at all times during the initial construction and installation of Grantee’s electric substation on the Benefited Parcel. Grantor and Grantee acknowledge that, during the period that Grantor is constructing and installing the Temporary Access Facilities, Grantee may be constructing and installing certain electrical substation and related facilities and improvements on the Benefited Parcel. In such event, Grantor and Grantee shall reasonably cooperate in scheduling and coordinating their respective construction and installation activities, so as to avoid or reasonably minimize any interference with the other party’s respective work.

(d) Grantor shall, at Grantee’s sole cost and expense keep and maintain the Access Facilities in good condition and repair and in compliance with applicable Legal Requirements, in each case consistent with the use thereof by Grantee and the other Grantee Parties for the purposes contemplated hereby at all times. Without limitation of the generality of the foregoing, Grantor shall perform all snow and ice removal from the Access Facilities necessary to cause the Access Facilities to remain open and reasonably accessible for vehicular ingress, egress and access purposes. If Grantor fails to perform its maintenance and repair obligations in accordance with this Section 2(d), then Grantee shall have the right (but not the obligation, and without limitation of any other rights or remedies to which Grantee may be entitled by reason of such failure) to perform such maintenance and repair of the Access Facilities on behalf of Grantor, after giving Grantor 30-days’ written notice (except in case of an emergency or hazardous condition, in which event only such notice (prior or subsequent, oral or written) as is reasonable under the circumstances shall be required). In the event that Grantor fails to maintain or repair the Access Facilities and Grantee does so on Grantor’s behalf as aforesaid, then Grantor shall reimburse Grantee for all reasonable costs and expenses incurred in connection therewith upon demand, so long as Grantee obtained three written quotes for the maintenance or repairs before undertaking said work (except that no such written quotes shall be required in the case of an emergency or hazardous condition).

3. Use.

(a) In no event shall Grantor or any other Grantor Party use the Access Easement Area for any purpose that would be inconsistent with, disrupt or interfere with the use of the Access 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 block, obstruct or otherwise interfere with the lawful use of the Access Facilities by Grantee or the other Grantee Parties, and no building, structure (other than Access Facilities) or obstruction of any kind shall be placed, erected or used by any Grantor Party on the Access Easement Area. Grantor shall ensure that free and open access exists over the Access Easement Area at all times to, from and between the Benefited Parcel and Ritchie Court.

(b) In the event that an emergency, hazardous condition or other event beyond the reasonable control of Grantor shall from time to time occur (including, without limitation, fire or other casualty, strikes, acts of God and actions of law enforcement authorities) which results in the full or partial closure of the Access Facilities (or any portion thereof) used for access, ingress and egress by the Grantee Parties on and over the Access Easement Area, then (in addition to, and not in lieu of, the Grantee Parties' rights and easements described in Section 1 above), the Grantee Parties shall have the right, during the continuance of any such closure, to gain emergency vehicular ingress, egress and access over any portion of Grantor's Property as required by Grantee to gain access to the Benefited Parcel. Except in case of an emergency or hazardous condition (in which case only such notice, prior or subsequent, as is practical under the circumstances shall be required), such right of ingress and egress may only be exercised by Grantee with prior notice to Grantor (which notice may be given by telephone or email) and shall not be exercised in a manner that unduly interferes with Grantor's operations conducted on Grantor's Property.

4. Decommissioning Termination Right; Alternative Access. In the event that (a) Grantee permanently ceases use of the Benefited Parcel for electric substation, and decommissions Grantee's electric substation on the Benefited Parcel in connection therewith, (b) Grantee sells or transfers the Benefited Parcel to a third party (a "New Owner"), and (c) the New Owner will use the Benefited Parcel for purposes that involve greater or more burdensome vehicular ingress, egress and access to and from the Benefited Parcel than vehicular ingress, egress and access customary in connection with electric substation and/or electric utility operations; then Grantor shall have the right (the "Decommissioning Termination Right") to terminate this Easement by written notice thereof to New Owner (or, if Grantor has not been provided a notice address for New Owner, then by written notice to Grantee). In the event that Grantor exercises Grantor's Decommissioning Termination Right, or in the event that Grantee notifies Grantor that Grantee proposes to enter into a transaction that will give rise to Grantor's Decommissioning Termination Right, then (in either such event) the Grantor named herein (i.e., the City of Rochelle) ("City") shall, if requested by New Owner and/or Grantee: (i) allow, subject to all necessary permitting procedures, New Owner to install and maintain one or more new reasonable points of vehicular access directly between the Benefited Parcel and Ritchie Court and/or Ritchie Road, in locations mutually and reasonably acceptable to the City and New Owner ("Alternative Access"), and reasonably cooperate with Grantee and/or New Owner (as applicable) in furtherance of enabling New Owner to gain vehicular ingress, egress and access directly to, from and between the Benefited Parcel and Ritchie Court and/or Ritchie Road (as applicable), and (ii) if such Alternative Access will necessitate crossing over or through any easements (or similar interests) in favor of City burdening the Benefited Parcel, grant such reasonable consents as may be required in order to allow such crossing(s). In the event that Grantor exercises Grantor's Decommissioning Termination Right, then, if requested by Grantor or New Owner, Grantor and New Owner shall execute and deliver a mutually acceptable instrument confirming the termination of this Easement, which Grantor or New Owner may thereafter record with the Ogle County Recorder's Office.

5. Covenants Running With the Land. The terms, conditions, rights and easements contained herein shall be covenants running with the land and shall be perpetual (subject to Section 4 above). 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, the respective successors in title to Grantee and Grantor to the Benefited Parcel and Grantor's Property). The easements and other rights granted hereby shall constitute appurtenances to the Benefited Parcel.

6. 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 | City of Rochelle 420 North 6th Street Rochelle, Illinois 61068 Attn: City Manager |

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.

7. 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.

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 Access 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 Access 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 Access 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. Indemnification.

(a) Grantee shall indemnify and forever save harmless the Grantor from any and all liabilities, judgments, damages, decrees and other costs and expenses, including reasonable attorneys' fees, that the Grantor may legally suffer or incur, or which may be legally obtained against Grantor, for or by reason of damage to property or injury to or death of persons arising from the use and occupation by Grantee of the Access Easement Area pursuant to the terms of this Easement; except that the indemnity provided

herein shall not apply to any liabilities, judgments, damages, decrees or other costs or expenses (i) determined by a court of competent jurisdiction to have resulted from the negligence or intentional acts or omissions of Grantor or any of its agents or employees, (ii) resulting from any breach or violation of this Easement by Grantor, or (iii) arising out of events or circumstances that shall have occurred or existed prior to the date of this Easement.

(b) Grantor shall indemnify and forever save harmless the Grantee from any and all liabilities, judgments, damages, decrees and other costs and expenses, including reasonable attorneys' fees, that the Grantee may legally suffer or incur, or which may be legally obtained against Grantee, for or by reason of damage to property or injury to or death of persons arising from the use and occupation by Grantor of the Access Easement Area; except that the indemnity provided herein shall not apply to any liabilities, judgments, damages, decrees or other costs or expenses (i) determined by a court of competent jurisdiction to have resulted from the negligence or intentional acts or omissions of Grantee or any of its agents or employees, or (ii) resulting from any breach or violation of this Easement by Grantee.

11. 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.

(f) The term "Grantor" as used in this Easement means only the owner or owners at the time being of the Grantor's Property, so that in the event of any assignment, transfer, conveyance or

sale, once or successively, of all of the right, title and interest of a Grantor in and to the Grantor's Property, said Grantor making such assignment, transfer, conveyance or sale shall be entirely freed and relieved of all covenants and obligations of the Grantor hereunder accruing after the date of such assignment, transfer, conveyance or sale, and the Grantee shall look solely to the assignee, transferee or purchaser with respect thereto; provided, that upon such assignment, transfer, conveyance or sale, such assignee, transferee or purchaser shall automatically, and without the necessity of further action of any kind, be deemed to have assumed all of Grantor's covenants and obligations hereunder accruing after the date of such assignment, transfer, conveyance or sale. The term "Grantee" as used in this Easement means only the owner or owners at the time being of the Benefited Parcel, so that in the event of any assignment, transfer, conveyance or sale, once or successively, of all of the right, title and interest of a Grantee in and to the Benefited Parcel, said Grantee making such assignment, transfer, conveyance or sale shall be entirely freed and relieved of all covenants and obligations of the Grantee hereunder accruing after the date of such assignment, transfer, conveyance or sale, and the Grantor shall look solely to the assignee, transferee or purchaser with respect thereto; provided, that upon such assignment, transfer, conveyance or sale, such assignee, transferee or purchaser shall automatically, and without the necessity of further action of any kind, be deemed to have assumed all of Grantee's covenants and obligations hereunder accruing after the date of such assignment, transfer, conveyance or sale.

[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

CITY OF ROCHELLE,
an Illinois municipal corporation

By: _____

Name: Jeff Fiegenschuh

Title: City Manager

GRANTEE

COMMONWEALTH EDISON COMPANY,
an Illinois corporation

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)

)SS

COUNTY OF OGLE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Jeff Fiegenschuh, personally known to me to be the City Manager of the City of Rochelle, an Illinois municipal 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 City Manager, he/she signed and delivered the said instrument pursuant to the authority of such municipal 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: _____

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 ACCESS AND BUFFER EASEMENT

GRANTOR'S PROPERTY

Lot Two (2) of Electric Park Subdivision being a resubdivision of Lot Two (2) of Prologis Park Rochelle Unit One; part of the Northeast Quarter (NE1/4) of Section 31, the Northwest Quarter (NW1/4) of Section 32 and the Northeast Quarter (NE1/4) of Section 32, Township 40 North, Range 2 East of the Third Principal Meridian, Ogle County, Illinois; situated in the Township of Dement, County of Ogle and State of Illinois.

Property address: 1620 Ritchie Court, Rochelle, Illinois

EXHIBIT B TO ACCESS AND BUFFER EASEMENT

BENEFITED PARCEL

Lot One (1) of Electric Park Subdivision being a resubdivision of Lot Two (2) of Prologis Park Rochelle Unit One; part of the Northeast Quarter (NE1/4) of Section 31, the Northwest Quarter (NW1/4) of Section 32 and the Northeast Quarter (NE1/4) of Section 32, Township 40 North, Range 2 East of the Third Principal Meridian, Ogle County, Illinois; situated in the Township of Dement, County of Ogle and State of Illinois.

EXHIBIT C TO ACCESS AND BUFFER EASEMENT

ACCESS EASEMENT AREA

[TO BE INSERTED]

EXHIBIT D TO ACCESS AND BUFFER EASEMENT

BUFFER AREA

That portion of Grantor's Property immediately north of the Benefited Parcel which is located within ten feet (10') of the northerly substation fence or wall installed by Grantee on the Benefited Parcel.