

This document was prepared by:
When recorded, return to:

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STORM SEWER, ROADWAY AND WATERMAIN EASEMENT AGREEMENT

THIS Storm Sewer Easement Agreement (“Easement”) is made as of this ___ day of _____, 2017, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Grantor”), with a mailing address of Three Lincoln Centre, 4th FL, Oakbrook Terrace Illinois 60181, and ABBOTT LAND GATEWAY LLC, an Illinois limited liability company (“Abbott Grantee”), the VILLAGE OF ROMEOVILLE, an Illinois municipal corporation (“Village Grantee”), and ROMEOVILLE GATEWAY ASSOCIATION, an Illinois not-for-profit corporation (“Gateway Grantee”; together with Abbott Grantee and Village Grantee, jointly and severally, “Grantee”).

RECITALS:

A. Grantor is the owner of a parcel of land in the Village of Romeoville, County of Will and State of Illinois, commonly known as Joliet Tiedtville R/W , described in Exhibit A attached hereto and made a part hereof (“Grantor’s Property”).

B. Grantor utilizes Grantor’s Property for Grantor’s own business operations, which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor’s equipment and facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across Grantor’s Property (collectively, “Grantor’s Operations”).

C. Abbott Grantee desires to install a fifty-four (54”) inch to sixty inch (60”) storm sewer drainage pipe, a four inch (4”) water main and maintain the existing roadway across a forty five foot (45’) wide strip of Grantor’s Property in the location legally described on Exhibit B and as shown on the diagram attached hereto as Exhibit C (collectively the “Easement Premises”).

D. Grantee owns the property legally described on Exhibit D attached hereto and made a part hereof (“Grantee’s Property”), which is in the Village of Romeoville, County of Will and State of Illinois which consists of approximately 80 acres on both the east and the west sides of Grantor’s Property and Grantee has caused Gateway Grantee to be created to own and maintain the common areas of Grantee’s Property.

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the payments, covenants, terms, and conditions to be made, performed, kept and observed by Grantee hereunder and other good and lawful consideration, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys to Grantee, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises for the following purposes and for no other purpose whatsoever: construction, maintenance and use of a Fifty four inch (54”) to Sixty inch (60”) storm sewer drainage pipe, a Four inch (4”) water main and a roadway for ingress and egress in substantial conformity with the engineering plan sheets C5.0, prepared by V3 Companies, dated September 26 ,2017 and known as COMED EASEMENT AND DRAINAGE EXHIBIT ABBOTT LAND GATEWAY, LLC attached hereto as Exhibit B and made a part hereof (hereinafter referred to as the “Facilities”).

2. Grantee’s Use. The following general conditions shall apply to Grantee’s use of the Easement Premises:

(a) Grantee shall procure and maintain at its own expense, prior to entry upon Grantor’s Property hereunder, all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction, placement, use and operation of the Easement Premises and the Facilities, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Premises or Grantee’s operations thereon. Grantor may from time to time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor’s Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor’s prior written consent, which consent may be granted or withheld in Grantor’s sole discretion.

(b) In the event any aspect of Grantee’s construction, placement, maintenance, repair, use or operation of the Easement Premises and the Facilities at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority, Grantee shall immediately discontinue such operations and, at its own expense, take all required corrective action, including without limitation removal of all or any portion of the Facilities from Grantor’s Property if required, within the greater of (i) thirty (30) days from Grantee’s notice of such violation or (ii) the period of time required by law for the correction of such violation.

(c) Grantee’s use of the Easement Premises shall be conducted in a manner that does not conflict or interfere with Grantor’s Operations.

(d) This Easement and the rights granted hereunder are subject and subordinate in all respects to all matters and conditions affecting the Easement Premises (whether recorded or unrecorded).

(e) Grantee’s obligations and liabilities to Grantor under this Easement with respect to the Easement Premises and the Facilities and all other matters shall not be limited or in any manner impaired by any agreements entered into by and between Grantee and any third parties, including without limitation any agreements related to the construction or installation of the Facilities, and Grantee shall be and remain liable to Grantor for the installation and operation of the Facilities in accordance with the terms and conditions of this Easement, notwithstanding Grantee’s failure or refusal to accept delivery of or title to such facilities from any such third parties.

(f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and all existing rights of Grantor’s lessees, licensees and grantees, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights that may be present in Grantor’s Property. If required, Grantee shall secure the

engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.

3. Term. The term of this Easement shall be perpetual unless sooner terminated in accordance with the provisions of this Easement, and shall commence as of the date first hereinabove written.

4. Fees. In partial consideration of this Easement, Grantee shall pay Grantor a certain sum of money as set forth in a separate agreement between Grantor and Grantee, which amount shall be due and payable to Grantor, prior to Grantor's execution of this Easement.

5. Rights Reserved to Grantor.

(a) Grantor's rights in and to the Easement Premises, Grantor's Property and Grantor's Operations are and shall remain superior to Grantee's rights granted hereunder. Grantor shall not be liable to Grantee for damage to the Facilities due to Grantor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Grantor.

(b) Grantor reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of Grantor's Property, including the Easement Premises, so long as there is no material adverse impact on Grantee's rights in and use of the Easement Premises pursuant to the terms of this Easement. In the event of a violation of this Paragraph 5(b), Grantee's sole and exclusive remedy against Grantor shall be seeking an injunction preventing such third party from creating such material adverse impact on Grantee's rights as aforesaid.

6. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:

(a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of the Facilities on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within thirty (30) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in the Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of the Easement Premises and the Facilities to another location owned by and designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee fails to notify Grantor in writing of such election within such thirty (30) day period, Grantee shall be conclusively deemed to have elected to reimburse Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to make all changes to the Easement Premises and/or the Facilities, including relocation to another location designated by Grantor, required to avoid conflict with the proposed change in Grantor's Operations, Grantee, at its sole cost and in accordance with all applicable terms and conditions of this Easement, shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than one hundred and twenty (120) days weather permitting after the date of such election. In the event Grantee elects to reimburse Grantor for the additional costs to be incurred by Grantor, Grantee shall make such payment within thirty (30) days after Grantor's demand therefor.

(b) Grantee agrees that, within thirty (120) days after the termination of this Easement in accordance with paragraph 30 herein, Grantee shall, at its sole cost and expense and only if directed to do so by Grantor in Grantor's sole discretion, remove all of the Facilities from Grantor's Property and restore and repair Grantor's Property to the condition existing prior to the installation of the Facilities. In the event Grantee fails to so remove the Facilities and restore and repair Grantor's Property, Grantor may elect to do so at Grantee's sole cost and expense, and, in such event, Grantor may dispose of the Facilities without any duty to account to Grantee therefor. Grantee shall pay all costs and expenses incurred by Grantor in removing the Facilities, including any storage costs, and any costs incurred by Grantor

in restoring and repairing Grantor's Property. Any facilities and equipment that Grantee fails to remove from Grantor's Property within one hundred and twenty (120) days after the termination of this Easement shall be conclusively deemed to have been abandoned by Grantee and shall become the sole property of Grantor, without liability or obligation to account to Grantee therefor.

7. Condition of Grantor's Property. Grantee has examined the Easement Premises and knows its condition. Grantee hereby accepts the condition of the Easement Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations as to the condition, repair or compliance thereof with any laws, and no agreements to make any alterations, repairs or improvements in or about the Easement Premises have been made by or on behalf of Grantor. By accepting possession of the Easement Premises, Grantee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Easement Premises.

8. Conditions Governing Construction, Repair, Maintenance and Other Work.

(a) All work performed by Grantee pursuant to this Easement, including without limitation all work related to the installation, alteration, maintenance, repair, relocation, replacement or removal of the Easement and the Facilities, shall be performed in accordance with plans and specifications approved in writing by Grantor prior to the commencement of such work. Grantor shall review and approve any amendments, additions or other changes to such approved plans and specifications, prior to the performance of any work identified therein. Grantor shall have the right (but not the obligation) to supervise Grantee's performance of any such work at the Easement Premises (or any component thereof) and, in the event that Grantor so elects, Grantee shall reimburse Grantor for any and all reasonable and necessary costs of such supervision, together with a charge for Grantor's overhead, as determined by Grantor.

(b) Prior to the performance of any work, Grantee shall (i) obtain all applicable required permits, approvals and authorizations required from any federal, state or local governmental authorities and furnish Grantor with satisfactory evidence that all such approvals have been obtained and (ii) furnish Grantor with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 11 hereof.

(c) Except for emergency repairs affecting the health and safety of the public, Grantee shall provide Grantor with not less than thirty (30) days advance notice of any work (including routine maintenance) so that Grantor may take such protective actions as Grantor deems necessary to ensure the safety and reliability of Grantor's facilities in the area of Grantee's proposed work. Grantee shall postpone the commencement of its work until such time as Grantor has completed any and all such protective work. Any reasonable cost and expense of such protective work shall be borne by Grantee and paid by Grantee within thirty (30) days after receipt of a bill therefor.

(d) Grantee hereby agrees that, in the event that Grantee (or any employee, agent, representative, contractor, licensee, invitee or guest of Grantee) performs any grading, leveling, digging or other work of any kind on the Grantor's Property (to the extent expressly permitted under the terms of this Easement) and damages any improvements, fixtures, facilities, equipment, or other property located (now or in the future) at Grantor's Property, then Grantee will either (at Grantor's sole election), (x) promptly cause any such improvements, fixtures, facilities, equipment or other property to be repaired and restored to the same or better condition as the same were in immediately prior to such damage or destruction, or (y) promptly pay Grantor the amount which Grantor reasonably estimates (as set forth in a written notice from Grantor to Grantee) will cover the cost and expense of repairing and restoring such damage or destruction. Prior to performing any such grading, leveling, digging or excavation work on the Easement Premises (which work shall be subject to Grantor's prior written approval), Grantee will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Easement Premises are located in the City of Chicago, or in the event the Easement Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction where the Easement Premises are located, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Easement Premises.

(e) Except for emergency repairs affecting the health and safety of the public, which emergency repairs should be called in within the first 8-hours of entering Grantor's Property and confirmed by Grantor, Grantee shall (in addition to

the notice required under subparagraph (c) above) notify Grantor's at telephone number (866) 340-2841, at least forty-eight (48) hours in advance of entering Grantor's Property for the performance of any work (including routine maintenance). The timing and scheduling of such work shall be subject to Grantor's prior approval. In the event Grantee is required to perform any emergency repair work affecting the health and safety of the public, Grantee shall notify Grantor in writing of such repair work within forty-eight (48) hours after the performance of such repairs.

(f) Grantee hereby acknowledges that the Easement Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Easement Premises. Grantee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Easement Premises, and provide the proper protection required by such persons or entities, in connection with Grantee's use and occupancy of the Easement Premises. Grantee further agrees to furnish Grantor copies of the correspondence between the any such persons or entities and Grantee. Grantee agrees that this requirement shall apply to any installations currently located on, above or below the Easement Premises and any and all future installations on, above or below the Easement Premises.

(g) Grantor may withhold its approval to the performance of any work hereunder whenever any of the following conditions exist: (i) Grantee is in default under this Easement, (ii) the performance of such work and the use and occupancy of Grantor's Property contemplated by such work in Grantor's reasonable judgment will interfere with Grantor's Operations or any other then existing uses of Grantor's Property, or (iii) Grantor and Grantee have failed to enter into such supplemental agreements as Grantor deems necessary or advisable regarding the performance of such work. Grantor retains the right to suspend or stop all such work if in Grantor's sole judgment the ongoing performance of such work endangers Grantor's facilities or threatens to interfere with Grantor's Operations, and Grantor shall incur no liability for any additional cost or expense incurred by Grantee or any third parties in connection with such work stoppage.

(h) All work shall be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, building codes and regulations of applicable governmental authorities. Without limiting the generality of the foregoing, Grantee shall cause all work and the placement of the Easement Premises and the Facilities to meet the applicable requirements of 83 Ill. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any work on behalf of Grantee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Upon completion of the work, Grantee shall (i) provide waivers of liens from each contractor and such other evidence of lien-free completion of the work as Landlord may require and (ii) restore all adjacent and other affected areas of Grantor's Property to their original condition preceding the commencement of such work.

(i) Grantee shall promptly notify Grantor of any damage caused to Grantor's facilities arising out of or related to the performance of such work, including without limitation damage to crops, fences, pasture land or livestock, landscaping and the like and Grantee will reimburse Grantor on demand for the reasonable cost of any such repairs and other expenses incurred by Grantor as a result of such damage. The formula described in Section 15(b) shall be used to determine the amount due Grantor as reimbursement for the cost of such repairs. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds the maximum allowable height under applicable OSHA height standards in effect from time to time, shall be driven, moved or transported on the Easement Premises without Grantor's prior written consent.

(j) There shall be no impairment of any natural or installed drainage facilities occasioned by any work related to the Easement Premises and/or the Facilities and Grantee at its cost shall repair and replace all drainage tiles damaged or destroyed during the performance of such work.

(k) The following additional specific requirements shall apply to the performance of the work related to the Easement Premises and/or the Facilities:

(i) Grantee agrees that the Facilities will be installed in strict conformity with the plans attached hereto as Exhibit B.

(ii) Should any proposed changes to the Easement Premises and/or the Facilities be required, either before or after installation, Grantee, or its successors, shall first submit such changes to Grantor, in the form of revised plans for Grantor's review and approval.

(iii) Where the Facilities cross Grantor's fiber optic cable (TBON), Grantor may require that split plastic duct shall be installed and secured around Grantor's underground fiber optic cables in order to protect the fiber optic cable from any damage during any backfilling operation, all of which shall be performed at Grantee's sole cost and expense.

(v) Grantee agrees, upon completion of the installation of the Facilities, Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of the Facilities. At Grantor's sole election, Grantor may permit Grantee to evenly spread any portion of the remaining topsoil over the Easement Premises so long as Grantee shall not cause or permit the existing ground grade on the Easement Premises to be increased or decreased above or below the existing grade level of the Easement Premises as of the date hereof.

(vi) Grantee agrees that all of Grantor's Property as affected by the construction of the Facilities shall be leveled, dressed and the area re-seeded using grass over and along Grantee's entire construction project site, except for those areas that are tenant occupied for agricultural purposes and/or those areas that involve in wetland construction, where governmental wetland restoration requirements shall take precedence and/or those areas where the existing roadway currently exists (prior to installation of the Facilities). Grantee shall manage the re-seeding process until a firm grass growth has been established on Grantor's Property. Grantee agrees to leave Grantor's Property in a neat, clean and orderly condition and to the satisfaction of Grantor, including, but not limited to, the re-seeding of Grantor's Property as required.

(vii) Grantee covenants and agrees that, in the event that Grantee installs (or is required (by Grantor or otherwise) to install) any fencing and/or gates in connection with Grantee's work at the Easement Premises (or its use or occupancy of the Easement Premises), Grantee will install, maintain and operate such fences and/or gates in strict compliance with any and all fencing and locking rules, regulations and guidelines which Grantor may deliver to Grantee from time to time.

(viii) Grantee acknowledges and confirms that, in connection with Grantor's review and/or approval of the plans and specifications for Grantee's work at the Easement Premises (as provided in Subsection 8(a) above), Grantor may require that barricades ("Barricades") be installed on the Easement Premises in order to protect Grantor's Operations and/or other equipment, improvements and facilities of Grantor and other users and occupants of the Easement Premises. Any such Barricades shall be installed either (at Grantor's sole option): (i) by Grantee, at Grantee's sole cost and expense, in a manner satisfactory to Grantor, or (ii) by Grantor, in which event Grantee shall pay to Grantor, prior to such installation, Grantor's reasonable estimate of the cost of such installation of the Barricades.

9. Covenants of Grantee. Grantee hereby covenants and agrees as follows (which covenants shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) Grantee shall obtain and maintain all rights, licenses, consents and approvals required from any governmental authorities or third parties with respect to the installation, use or operation of the Easement Premises and/or the Facilities on Grantor's Property and, at Grantor's request, Grantee shall provide Grantor with evidence thereof. Grantee shall cause the Easement Premises and the Facilities to be maintained at all times in good repair and in accordance with all requirements of applicable law, and Grantee shall not permit any nuisances or other unsafe or hazardous conditions to exist in, on or under Grantor's Property in connection with the Easement Premises and/or the Facilities or Grantee's use or occupancy of Grantor's Property. In the event Grantee fails to fully and faithfully perform all such repair and maintenance obligations, Grantor shall have right (but not the obligation) after thirty (30) days' written notice to Grantee, to cause such repairs and maintenance to be performed and charge the cost thereof to

Grantor. In the event Grantor elects to perform such repair and maintenance, the amount due Grantor from Grantee as reimbursement shall be determined using the formula described in Section 15(b) hereof.

(b) Grantee shall install the Facilities and use and occupy the Easement Premises in a manner that avoids any interference with Grantor's Operations. Within fifteen (15) days after Grantor's demand therefor, Grantee shall reimburse Grantor for all costs incurred by Grantor as a result of injury or damage to persons, property or business, including without limitation the cost of repairing any damage to Grantor's equipment or facilities or costs arising from electrical outages, caused by the use and occupancy of the Easement Premises by Grantee, its representatives, employees, agents, contractors, subcontractors and invitees.

(c) Grantee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Easement Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Grantee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Grantee will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Grantor, Grantor, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Grantee that Grantor shall have no duty to investigate the validity thereof), and Grantee shall promptly upon notice thereof reimburse Grantor for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Grantor in connection with such lien or claim of lien. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liens or claims for lien arising out of or in any way connected with Grantee's use and occupancy of the Easement Premises.

(d) In addition to, and not in lieu of, the other payments which Grantee is required to make under this Easement, Grantee shall pay the following amounts to Grantor in respect of real estate taxes and assessments, in each case no later than thirty (30) days after Grantor's written demand therefor:

(i) All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Grantee at the Easement Premises for all periods during which this Easement is in effect, plus

(ii) Any increase in the real estate taxes and other assessments payable with respect to the Easement Premises (or any tax parcel of which the Easement Premises is a part) which is allocable to this Easement, Grantee's use or occupancy of the Easement Premises, or any improvements, structures or fixtures constructed, installed or placed by Grantee at the Easement Premises (but without duplication of any amount payable pursuant to clause (a) above), for all periods during which this Easement is in effect.

For purposes of this Easement real estate taxes or assessments "for" or "with respect to" any particular period (or portion thereof) shall mean the real estate taxes or assessments which accrue with respect to such period, irrespective of the fact that such taxes or assessments may be due and payable within a different period.

(e) Grantee shall notify Grantor in writing within thirty (30) days after the date Grantee ceases to use the Easement Premises and/or the Facilities and shall provide Grantor with a properly executed release of this Easement.

10. General Indemnity. To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor and Exelon Corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified 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 Indemnified Parties (collectively, "Claims"), arising out of, resulting from, relating to or

connected with: (i) any negligent act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns ("Grantee Parties") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, 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).

11. Waiver. Any entry onto Grantor's Property by Grantee Parties shall be at such parties' sole risk, and Grantor makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding Grantor's Property or the condition of Grantor's Property (including, without limitation, the environmental condition thereof). To the fullest extent permitted under applicable law, each of Grantee Parties hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by such Grantee Parties in connection with any entry onto Grantor's Property pursuant to this Easement. This Section will survive termination of this Easement.

12. Insurance. Insurance. (a) Grantee agrees to require its contractors, before commencing any work on the Easement Premises to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Grantor as follows:

COVERAGE #1

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

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 04)) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars (\$4,000,000.00) 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 for not less than three (3) years from the date the work is accepted. (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 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that contactors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$4,000,000) per

occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

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

COVERAGE #4

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 2026 (11/85) or combination of ISO Form CG 20 10 10 01 and GC20 37 19 91. (ii) Automobile Liability in an amount of not less than \$1,000,000 per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

COVERAGE #5

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.

(b) If any work on the Easement Premises involves or includes any 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 Easement Premises. Coverage shall be maintained in an amount of at least five million dollars (\$5,000,000) 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.

(c) 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, #2, and #3 of this paragraph. 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 Grantor.

(d) Grantee shall provide evidence of the required insurance coverage under Coverage #4 and #5, which shall be delivered to Grantor upon execution of this document. The insurance under Coverage #4 and #5 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Grantee may, at its discretion, obtain. Grantee shall also provide Grantor with evidence of all of the insurance required

hereunder prior to the effective date of this Easement whenever any insurance policy procured by Grantee hereunder is renewed and whenever Grantee obtains a new insurance policy hereunder.

(e) 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.

(f) 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

(g) Grantor hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of polices as may be required from Grantee and/or its contractors.

(h) WAIVER OF SUBROGATION. Grantee and its contractors shall waive all rights of subrogation against Grantor under those policies procured in accordance with this Easement.

13. Environmental Protection.

(a) Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Grantee, nor any of Grantee Parties, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances (as hereinafter defined) in, on, under or from the Easement Premises. 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 Indemnified 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, assessed or asserted 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 Substances used, brought upon, transported, stored, kept, discharged, spilled or released by any Grantee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Easement Premises. For purposes of this Easement, the term "Hazardous Substances" 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 Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Substances, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic

Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute, ordinance or common law pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) If there are wetlands on the Easement Premises, or if wetlands should develop on the Easement Premises during the term of this Easement, Grantee shall strictly comply with and observe all applicable Environmental Laws. At Grantor's request, Grantee, at its cost, shall furnish Grantor with a survey of the Easement Premises delineating any wetland areas located on the Easement Premises. Under no circumstances shall Grantee change the physical characteristics of any wetland areas located on the Easement Premises or any adjoining land or place any fill material on any portion of the Easement Premises or adjoining land, without in each instance obtaining Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion), and only then in compliance with applicable Environmental Laws.

(c) Grantee shall provide Grantor with prompt written notice upon Grantee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Substances affecting the Easement Premises.

(d) This Section shall survive the expiration or other termination of the Easement.

14. Defaults. The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Easement:

(a) Grantee shall fail to pay when due any amount payable to Grantee hereunder and such failure continues for a period of ten (10) days after written notice thereof from Grantor; or

(b) Grantee shall breach or violate any of its duties or obligations set forth in Section 9(c) or Section 12 of this Easement; or

(c) Grantee shall at any time be in default in any other covenants and conditions of this Easement to be kept, observed and performed by Grantee and such default continue for more than thirty (30) days (or such shorter time period as may specifically set forth in this Easement) after notice from Grantor; or

(d) A receiver, assignee or trustee shall be appointed for Grantee or if the Grantee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Grantee; or

(e) Grant shall fail to complete construction of the Facilities on or before twelve (12) months after the date of this Easement or shall fail to operate or maintain the Facilities for a period of twelve (12) consecutive months.

15. Remedies. Upon the occurrence of an Event of Default, Grantor may exercise any one or more of the following remedies (which remedies shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the rate of nine (9%) percent per annum and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor's presentment of demand therefor; or

(b) any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee's obligations hereunder. Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney's fees and costs incurred by Grantor in enforcing Grantee's obligations under this Easement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise

any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Easement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in this Easement shall not constitute a waiver of any breach or violation of the terms or conditions of this Easement.

16. 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:

If to Grantor:

Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767
Attn: Director of Real Estate Services

with a copy to:

Exelon Business Services Company
Law Department
P.O. Box 805379
Chicago, Illinois 60680-5379
Attn: Assistant General Counsel – Real Estate

If to Abbott Grantee or Gateway Grantee

Abbott Land Gateway, LLC
2260 Southwind Blvd.
Bartlett, Il. 60103
Attn: Dean Kelley

with a copy to:

Maurides Foley Tabangay & Turner LLC
33 N. LaSalle Street Suite 1910
Chicago, IL. 60602
Attn: George D. Maurides

If to Village Grantee:

Village of Romeoville
1050 W. Romeo Road
Romeoville, Illinois 60446
Attention: Village Manager

With a copy to Village Attorney:

Richard E. Vogel
Village Attorney
Tracy, Johnson & Wilson
2801 Black Road
Joliet, Illinois, 60435

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.

17. No Assignment by Grantee. This Easement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns and the owners of Grantor's Property, from time to time; provided, however, that Grantee shall have no right to assign all or any portion of its right, title, interest or obligation in this Easement or under this Easement without the prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed if assigned to an association formed to own the detention facilities of which this forms part of or to successive owner(s) of Grantee's Property. Any attempt by Grantee to assign all or any portion of its interest hereunder in violation of the foregoing shall be void and of no force and effect. The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns (as to Grantee such assigns being limited to its permitted assigns), and the owners of Grantor's Property, from time to time. For purposes of this Easement, any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Grantee shall constitute an assignment of this Easement, and shall be subject to the terms and provisions of this Section 17. For purposes hereof, a "controlling" interest in Grantee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Grantee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Grantee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

18. Entire Agreement. This Easement, the exhibits and addenda, if any, contain the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. In the event that Grantee is comprised of more than one individual or entity, the obligations of such individuals or entities under this Easement shall be joint and several.

19. Transfer by Grantor. Upon any transfer or conveyance of the Easement Premises by Grantor, the transferor shall be released from any liability under this Easement, and the transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance.

20. No Oral Change. 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.

21. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

22. Governing Law, Venue. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Easement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for

the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

23. Time is of the Essence. Time is of the essence of each and every provision of this Easement.

24. Severability. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Easement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Easement. In the event any provision of this Easement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Easement to its original intent and effect.

25. No Reinstatement. No receipt of money by Grantor from Grantee, after the expiration or termination of this Easement shall renew, reinstate, continue or extend the term of this Easement.

26. Non-Affiliated. By signing this Easement, Grantee affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, and their respective parents, subsidiaries and affiliates, nor has any affiliated interest in the Commonwealth Edison Company or Exelon Corporation, and their respective parents, subsidiaries and affiliates.

27. Counterparts. This Easement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

28. No Assessment. By signing this Easement Grantee agrees that Grantor or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local improvement project or otherwise charged for the cost of such improvements.

29. No Third Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.

30. Illinois Commerce Commission Approval. Grantor and Grantee acknowledge that Grantor is a public utility regulated by the Illinois Commerce Commission (“Commission”) and other governmental authorities, and this Easement and the obligations of the parties hereto are subject to all legal requirements applicable to Grantor as a public utility. Although it is not expected that the Commission’s or other governmental authority’s approval will be required for this Easement, the rights and obligations of the parties hereunder are conditioned upon the Commission’s and any other applicable governmental authority’s approval of this Easement, under any circumstances in which such approval is required. It is further agreed and understood that this Easement may be terminated by Grantor immediately at any time in the event that Grantor is required to do so by the Commission or some other governmental authority.

31. Labor Relations. Neither Grantee nor any of Grantee’s authorized agents shall, at any time, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Easement Premises, or permit any materials to be delivered to or used in the Easement Premises, if, in Grantor’s sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of Grantor’s Property (or any other property) by Grantor, Grantee or others, or the use and enjoyment of Grantor’s Property by Grantor or other lessees or occupants of Grantor’s Property. In the event of such interference or conflict, upon Grantor’s request, Grantee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave Grantor’s Property immediately.

32. Independent System Operator. In the event responsibility for management or operation of all or any portion of Grantor's electrical transmission facilities located in or on the Grantor's Property is transferred or assigned by Grantor to an independent system operator ("ISO") or another third party, then Grantee agrees to recognize the right of such ISO or third party to exercise all or any part of Grantor's rights under this instrument.

33. Additional Requirements. Grantee shall follow the additional requirements as listed in Exhibit E.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.

GRANTOR:

COMMONWEALTH EDISON COMPANY

By: _____
Kendall C. Hodge
Director of Real Estate and Facilities

GRANTEE:

ABBOTT LAND GATEWAY LLC, an Illinois LLC

By: _____
Name: _____
Title: _____

VILLAGE OF ROMEOVILLE, a municipal corporation

By: _____
Title: Village President
Name: _____

Attest: _____
Title: Village Clerk
Name: _____

**ROMEOVILLE GATEWAY ASSOCIATION,
an Illinois not-for profit corporation**

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Kendall C. Hodge, personally known to me to be the Director of Real Estate and Facilities of COMMONWEALTH EDISON COMPANY, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Director, 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 official seal, this ____ day of _____, 2017.

Notary Public

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 _____, a _____, 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 pursuant to authority given by the _____ of such _____, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such _____, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 20__.

Notary Public

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 _____, a _____, 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 pursuant to authority given by the _____ of such _____, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such _____, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 20__.

Notary Public

SCHEDULE OF EXHIBITS

- A Legal description of Grantor's Property
- B Legal Descriptions of Easement Premises
- C Diagram of Easements
- D Legal description of Grantee's Property
- E Additional Requirements

EXHIBIT A TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

See attached.

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST HALF OF NORTHWEST QUARTER WHICH IS 992.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID WEST HALF AND RUNNING THENCE WEST, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 190.69 FEET ; THENCE SOUTH, PARALLEL TO SAID EAST LINE, A DISTANCE OF 170.91 FEET: THENCE SOUTHWESTERLY A DISTANCE OF 913.29 FEET TO A POINT ON THE SOUTH LINE OF SAID WEST HALF WHICH IS 739.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID WEST HALF: THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 166.48 FEET TO A POINT 150 FEET (MEASURED PERPENDICULARLY) EASTERLY FROM THE SOUTHWESTERLY COURSE HEREIN ABOVE DESCRIBED: THENCE NORTHEASTERLY PARALLEL WITH THAT ABOVE DESCRIBED COURSE A DISTANCE OF 909.70 FEET TO A POINT 25.75 FEET (MEASURED PERPENDICULARLY) WEST OF SAID EAST LINE OF SAID WEST HALF; THENCE NORTHEASTERLY A DISTANCE OF 27.89 FEET TO A POINT ON SAID EAST LINE OF THE WEST HALF WHICH IS 830.20 FEET NORTH OF THE SOUTHEAST CORNER OF SAID WEST HALF AND THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 162.46 FEET TO A POINT OF BEGINNING CONTAINING 3.886 ACRES OF LAND MORE OR LESS.

PIN NO. 02-26-100-002

EXHIBIT B TO EASEMENT

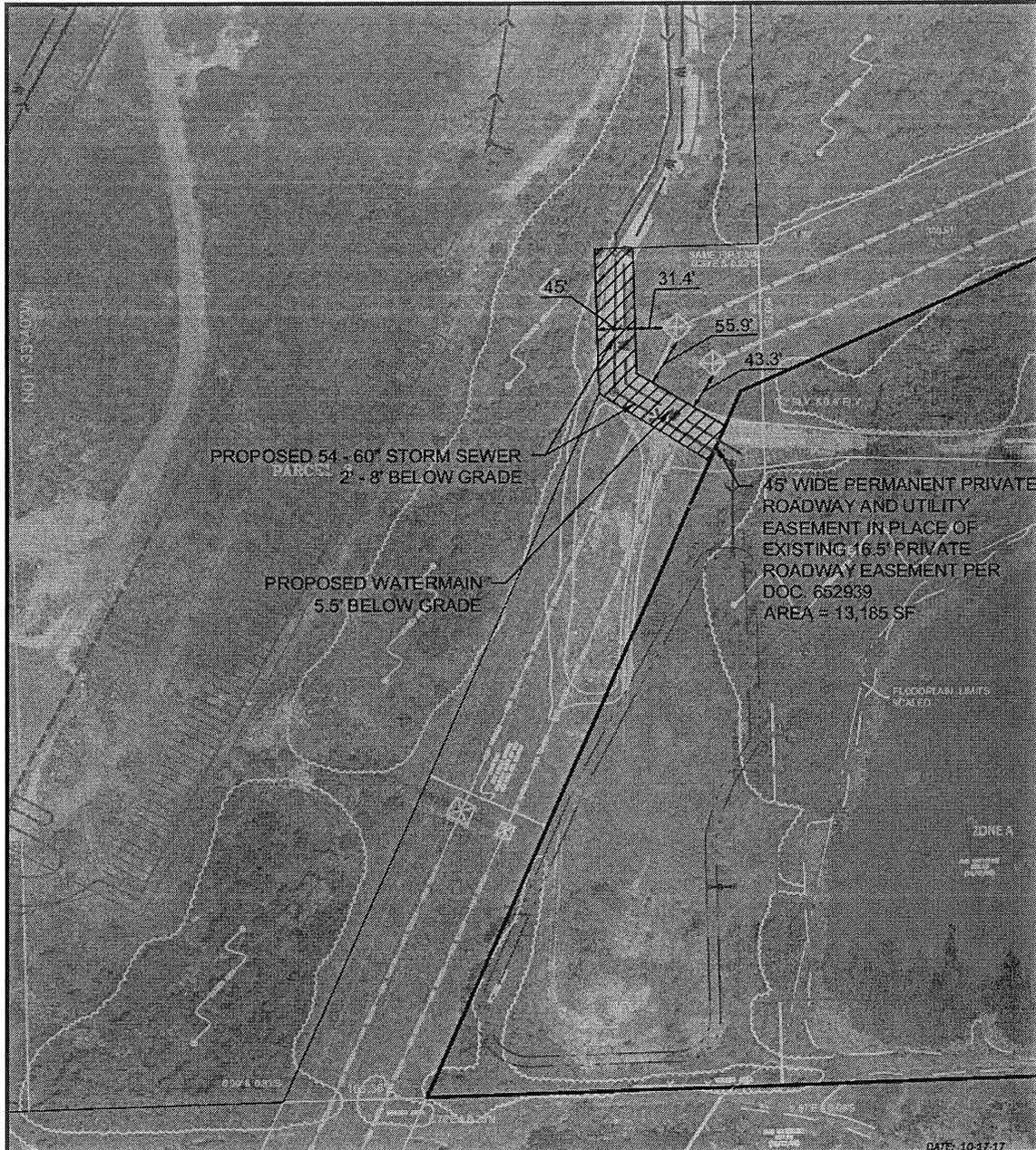
LEGAL DESCRIPTIONS OF COMED EASEMENTS

45' WIDE PERMANENT PRIVATE ROADWAY AND UTILITY EASEMENT

THAT PART OF THE WEST HALF OF NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 26; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1901.55 FEET TO THE WESTERLY LINE OF A 150 FOOT PUBLIC SERVICE COMPANY RIGHT OF WAY PER DOCUMENT NUMBER 652939; THENCE NORTH 23 DEGREES 43 MINUTES 59 SECONDS EAST ALONG SAID WESTERLY LINE 912.62 FEET TO A BEND POINT IN SAID WESTERLY LINE FOR A PLACE OF BEGINNING; THENCE NORTH 01 DEGREE 36 MINUTES 10 SECONDS WEST ALONG SAID WESTERLY LINE 170.91 FEET TO THE NORTHWEST CORNER OF SAID PUBLIC SERVICE COMPANY RIGHT OF WAY; THENCE NORTH 88 DEGREES 23 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF SAID PUBLIC SERVICE COMPANY RIGHT OF WAY 45.00 FEET; THENCE SOUTH 01 DEGREE 36 MINUTES 10 SECONDS EAST ALONG A LINE 45 FEET EAST OF AND PARALLEL WITH SAID WESTERLY LINE 146.69 FEET; THENCE SOUTH 58 DEGREES 11 MINUTES 23 SECONDS EAST 120.89 FEET TO THE EASTERLY LINE OF SAID 150 FOOT PUBLIC SERVICE COMPANY RIGHT OF WAY; THENCE SOUTH 23 DEGREES 43 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY LINE 45.45 FEET; THENCE NORTH 58 DEGREES 11 MINUTES 23 SECONDS WEST 151.50 FEET TO THE PLACE OF BEGINNING, IN WILL COUNTY, ILLINOIS.

EXHIBIT C TO EASEMENT AGREEMENT



 <p>V3 Companies 7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone 630.724.9202 fax www.v3co.com</p> <p><small>Visio, Vertero, Virtute... The Vision to Transform with Excellence</small></p>	<h1>EXHIBIT C</h1> <p>ROMEOVILLE</p> <p>ILLINOIS</p>	 <p>DATE: 10-17-17</p> <p>SCALE: 1" = 150'</p>
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COMED EASEMENT EXHIBIT.DWG - 10/17/2017 3:32: PM

EXHIBIT D TO EASEMENT AGREEMENT

Legal Description of
Abbott Grantee Property

PARCEL 1:

THE NORTH 500.00 FEET, AS MEASURED ALONG THE EAST LINE OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND EAST OF THE CENTERLINE OF U.S. ROUTE 66A, AS DEDICATED BY DOCUMENT NO. 452330 (EXCEPTING THEREFROM THAT PART CONDEMNED FOR HIGHWAY PURPOSES BY CONDEMNATION CASE 2000ED174) IN WILL COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 30 ACRES OF THE EAST 1/2 OF NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART OF THE EAST 1.00 ACRE THEREOF, LYING SOUTH OF THE LAND CONVEYED TO JOHN H. GULICK BY DEED RECORDED DECEMBER 26, 1925 AS DOCUMENT NO. 388472) AND (EXCEPTING THAT PART CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEED RECORDED MARCH 11, 1949 AS DOCUMENT 652942), IN WILL COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND EAST OF THE CENTERLINE OF U. S. ROUTE 66A, AS DEDICATED BY DOCUMENT 452330, **(EXCEPTING THEREFROM THE FOLLOWING TRACTS:**

TRACT 1: THAT PART THEREOF CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEED RECORDED MARCH 11, 1949 AS DOCUMENT 652939;
AND,

TRACT 2: THE WEST 443.63 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 26, LYING SOUTH AND WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE CENTERLINE CURVE OF SAID U.S. ROUTE 66A AT A POINT 418.70 FEET NORTHEAST OF THE INTERSECTION OF THE SAID CENTERLINE WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 26, AS MEASURED ALONG SAID CENTERLINE; AND,

TRACT 3: THE NORTH 500.00 FEET, (AS MEASURED ALONG THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY), ALL IN WILL COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST 443.63 FEET OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE TOWNSHIP, WILL COUNTY, ILLINOIS, DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4; THENCE NORTH 00 DEGREE 00 MINUTE 19 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 930.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 32 SECONDS EAST, A DISTANCE OF 149.27 FEET; THENCE NORTH 00 DEGREE 00 MINUTE 19 SECONDS WEST, A DISTANCE OF 79.07 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 32 SECONDS EAST, A DISTANCE OF 294.36 FEET TO THE EAST LINE OF THE SAID WEST 443.63 FEET; THENCE

SOUTH 00 DEGREE 00 MINUTE 19 SECONDS EAST, A DISTANCE OF 1009.07 FEET TO THE SOUTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES, 27 MINUTES 32 SECONDS WEST, A DISTANCE OF 443.63 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

EASEMENT FOR A PRIVATE ROADWAY, SIXTEEN AND ONE-HALF FEET IN WIDTH, AS RESERVED IN A DEED RECORDED MARCH 11, 1949 AS DOCUMENT 652939 FOR THE BENEFIT OF PARCELS 2 AND 3, TAKEN AS A TRACT.

PARCEL 6:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 930 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 32 SECONDS EAST, 149.27 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 19 SECONDS WEST, 79.07 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 32 SECONDS EAST, 137.31 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 27 MINUTES 32 SECONDS EAST, 157.05 FEET TO THE EAST LINE OF THE WEST 443.63 FEET OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE, 277.39 FEET; THENCE SOUTH 29 DEGREES 22 MINUTES 53 SECONDS WEST, 320.04 FEET TO THE PLACE OF BEGINNING, IN WILL COUNTY, ILLINOIS. (TAX # 02-26-100-026-0000)

PINS: 02-26-100-018-0000

02-26-100-022-0000

02-26-100-023-0000

02-26-100-027-0000

02-26-100-026-0000

EXHIBIT E TO EASEMENT AGREEMENT

ADDITIONAL REQUIREMENTS

- (1) The Grantee shall not allow use of the Right of Way outside of the easement boundaries.
- (2) The driving surface for the Grantee's project cannot use aggregate concrete. Curbs should be avoided unless required by local building codes. A crushed limestone, gravel or asphalt surface is acceptable.
- (3) Trucks beds are not to be raised under the overhead wires. This includes the case when the vehicle is parked- truck beds must not be raised more than six (6) inches to allow water to naturally drain out.
- (4) Bulk material storage (i.e. gravel, dirt, mulch) is not allowed on the Grantor property.
- (5) It is suggested that any stationary metallic objects be grounded to guard against induced static voltages.
- (6) Grantee shall contact Tina Kowalczyk at 1+224-244-1826 a minimum of 48 hours prior to the start and upon completion of the project during the duration of the construction period.
- (7) During construction, the Grantee shall place temporary barriers around the towers northeast of the access road.8. The Grantee and/or its contractor cannot change grade within the right-of-way. The Grantee must ensure that the existing drainage is not affected, storm water does not pool on the ROW or adjacent properties and CornEd NESC safety clearances are not violated. Any spreading of leftover excavation spoils on the CornEd Transmission ROW must be reviewed and approved by CornEd Transmission Engineering.
- (8) Subsurface utility installations and excavations shall be a minimum of twenty (20) feet away from any transmission structure. The Grantees plans appear to accommodate this.
- (9) Any damage to CornEd's property caused by the Grantee will be repaired at the Grantee's expense.
- (10) The Grantee should not leave trenches open overnight. Also, the Grantee cannot place obstructions on CornEd property that will restrict our ability to access, operate and maintain existing and future transmission and distribution facilities.
- (11) The Grantee and/or its contractor are advised that if heavy snow, rains and/or a large amount of water enters the excavation site and/or pooling occurs within the excavation site. The Grantee and/or its contractor must immediately backfill the excavation area and the Overhead Transmission engineering department must be contacted for further instructions.
- (12) The Grantee's equipment cannot exceed fourteen (14) feet in height on the right-of-way.
- (13) The Grantee cannot leave construction equipment and materials on CornEd Property when there is no work activity.
- (14) The Grantee's facilities on CornEd's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand CornEd construction traffic.
- (15) When working in the vicinity of CornEd's electric transmission lines during the installation, OSHA requirements shall be followed. In addition, clearance distance must be maintained between the booms, arms or other parts that can be raised on the equipment .

Under no circumstances, should truckbeds be raised underneath Grantor transmission lines. This note should be added to any construction drawings.

- (16) The Grantee must be made aware that the Company does use heavy equipment and Cannot be responsible for any damage to the Grantee's facilities that may occur due to the Company's right to access our property to operate and maintain new and existing transmission and distribution facilities.
- (17) Upon completion of Grantee's project, the Grantee must remove any equipment, construction debris and material from the right-of-way and restore any other disturbed areas of the right-of-way to their pre-construction condition.
- (18) **Grantee is responsible for all costs** associated with any of the noted requirements (consulting, permitting, clean-up, sampling, audit, etc.).

Easement Requirements

- (19) 1. *Final Engineering Plans for Romeoville Gateway Phase I Mass Grading and Infrastructure, dated September 26, 2017.*
- (20) **Due to the expansive nature of the planned adjoining development and dramatic topographic changes up-gradient of Grantor property, Grantor requires that a Grantor Environmental Contractor of Choice (ECOC) review and approve the final stormwater engineering plans, including all stormwater calculations and drainage plans associated with the adjoining development project, prior to the start of construction activities and at the Petitioner's own expense.**
- (21) **Grantee shall provide a kmz file of the final installed infrastructure and associated as-built drawings.**
- (22) The northern adjoining property is enrolled in the Illinois Environmental Protection Agency's voluntary Site Remediation Program (SRP) and currently in the process of obtaining a No Further Remediation (NFR) letter. **Grantor requires that the Site Investigation Report and IEPA-approved Remedial Action Plan (RAP) is submitted to Grantor for review prior to the start of any construction activities on Grantor property.** Grantee shall diligently pursue obtaining a No Further Remediation (NFR) letter from the IEPA once the building and site improvements are completed which will require the installation of the storm sewer contemplated herein. In the event the IEPA does not grant the requested final NFR letter then grantee shall remove the storm sewer if so requested by the Grantor within 90 days of said final denial.
- (23) Grantee is not permitted to change the grade of the subject property This includes activities of adding gravel to Grantor property.
- (24) No hazardous materials, including petroleum products, may be stored, used, or transferred on Grantor property.
- (25) In the event of a leak/spill on Grantor property, Grantee shall notify Grantor within 24 hours and provide a written report within 5 business days.
- (26) Grantee is responsible for all potential drainage impacts within the easement area for the duration of the easement. Any and all drain tiles encountered during construction activities shall be replaced in their entirety within the entire easement area.
- (27) **Grantee is required to submit a kmz file and/or as-built survey of the final installed water main and roadway location.**
- (28) **Grantor and Environmental Legal must review and approve the easement agreement prior to its finalization. Approval is contingent upon receipt and approval of all required documentation noted herein.**

Construction Project Requirements

- (29) All construction equipment must be free of leaks and any leaks of oils or chemicals that occur must be cleaned up and reported to the appropriate agencies as needed.
- (30) All applicable regulations must be followed including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices. This SESC must be provided to Grantor. If the plan changes, a revision must be sent to Grantor.
- (31) Concrete wash-out activities are not permitted on Grantor property.
- (32) A spill kit of appropriate size must be present and accessible at all times during construction activities

on Grantor property.

Wetlands Requirements (For ALL Identified and Potential Wetlands)

- (33) The Grantee provided Grantor a wetland delineation report, which was conducted at the subject property and throughout the immediate vicinity in September 2013. As identified in this wetland delineation report, wetlands exist adjacent to the current proposed roadway easement location. **At the Grantee's expense,**
- (34) **Grantor requires that oversight of the project and inspections are conducted by a Wetlands Professional that has been approved by Grantor. Grantee must provide documentation of inspections to Grantor.**
- (35) Grantor recommends the use of timber or composite matting over wetland areas that will be crossed during construction and maintenance activities.
- (36) Grantee must follow all federal, state, and local wetlands requirements, including United State Army Corps of Engineer and Will County regulations and guidelines.

Environmental Regulations and Permits

- (37) All applicable environmental permits must be obtained including Wetlands and NPDES stormwater permits as required under the Clean Water Act as well as any other applicable environmental permits.
- (38) **Grantee will need to submit copies of any required environmental permits and plans to Grantor prior to project start.**
- (39) **The subject property is located adjacent to a designated critical habitat for the Hine's emerald**
- (40) **dragonfly, a federally listed endangered species. All applicable regulations associated with the Federal Endangered Species Act and in accordance with the US Fish and Wildlife Service (USFWS) requirements must be followed. The Grantee must work with the USFWS during construction activities on Grantor property to ensure adequate precautions are taken into consideration. Documentation of the Grantee's consultation with the USFWS must be submitted to Grantor.**
- (41) Grantee must follow all applicable environmental laws and regulations including those not specifically mentioned herein.
- (42) Requirements of all permits must be followed which could include site monitoring, reporting, and restoration extending well beyond the construction time period.

Excavation, Spoils, and Materials

- (43) Grantor is aware of existing spoils and mounds of crushed granite on the subject property. Grantee is responsible for the removal and disposal of existing spoils and/or debris present on the subject property at the time of execution of the easement. **Grantee must provide evidence to Grantor that the spoils and/or debris have been removed from the subject property upon completion of this project. Other than described above, any spoils or waste generated during construction activities on Grantor property must be removed by a Grantor ECOC and taken to a Grantor approved landfill. Grading of excess spoils on Grantor property is not permitted.**
- (44) Soil, fill material, and/or spoils staging is not permitted on Grantor property. If the project requires additional soil and gravel, only certified "clean" fill shall be used.
- (45) **Environmental sampling is not permitted on Grantor property without coordination with and guidance by Grantor.**

Condition of Property

- (46) **Grantee must provide documentation of current property conditions before the project is started (e.g. Phase I, topographic maps, surveys, photographs).**
- (47) Any damage caused by the Grantee will be repaired at the Grantee's expense.
- (48) Grantee must provide full restoration of the site to the original condition when the project is complete, including seeding as necessary.
- (49) **Grantee must provide documentation (including photographs) that the property is returned to its original condition after completion of the project and restoration.**

- (50) **Should Grantor request the following materials in the future, Grantee must be prepared to provide the following information to Grantor (please reference Project Code SR 4683840 in any communications with Grantor)**
- (51) A letter that summarizes the results of their analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, endangered species impacts, etc.).
- (52) A copy of the environmental reports required by the permits.
- (53) Copies of certificates of clean fill.

Other Requirements

- (54) **Grantee must obtain and maintain a pollution legal liability insurance policy for a minimum of \$1,000,000 per occurrence/\$1,000,000 Aggregate to protect against possible contamination impacts from the northern adjoining property. A copy of the insurance policy must be submitted to Grantor Environmental Sara Race at 630.437.2565 with the following minimum requirements:**
 - A. Notice of Cancellation with the following conditions:**
 - i. **Must be provided to Grantor Environmental Services Department 90 days prior to cancellation.**
 - ii. **Named Insured cannot request cancellation without providing prior written consent of Grantor Environmental Services Department.**
 - B. Policy must be in place prior to and for the duration of the easement. Evidence of Insurance coverage is to be provided at start of the easement agreement and on an annual basis to Grantor.**
 - C. Grantor should be listed on the insurance.**