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and when Recorded, Return to:

Commonwealth Edison Company
Three Lincoln Centre
Oakbrook Terrace, Illinois 60181
Attn: Director, Real Estates & Facilities

PIN(s): 0310100002

GRANT OF RIGHT OF WAY EASEMENT

THIS GRANT OF RIGHT OF WAY EASEMENT (this "Easement") is entered into as of the ____ day of _____, 20 __, by and between Wood Dale School District 7, an Illinois Public School District ("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 in Exhibit A attached hereto and made a part hereof ("Grantor's Property").

B. Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, a right of way easement for the installation, use, operation and maintenance of underground electrical facilities, as more fully described hereinbelow, in, under, along and across those areas of Grantor's Property described more particularly in Exhibit B (the "Right of Way Easement Area"), and an easement over and through certain other portions of Grantor's Property for purposes of providing ingress and egress to and from the Right of Way Easement Area, all as more particularly described herein.

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

1. Grant of Easement. Grantor does hereby grant and convey to Grantee and Grantee's agents, contractors, employees, representatives, grantees, licensees, lessees, successors and assigns ("Grantee Parties"), hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State of Illinois: (a) a non-exclusive, perpetual right and easement in, under, along and across the Right of Way Easement Area to install, construct, reconstruct, renew, erect, operate, use, patrol, maintain, repair, relocate, extend, alter, add, substitute and remove underground electrical (whether consisting of one or more circuits) transmission, distribution and communications lines, together with associated and/or related facilities, structures and equipment necessary or convenient for such electrical transmission, distribution and/or communications lines, including, without limitation, cables, conductors, conduits, duct packages, wires and related equipment structures and facilities, footings, foundations, controls, switches, relays,

circuit breakers, telemetry and monitoring devices, underground counterpoise, anchors, underground ground grid, manholes and/or handholes (it being agreed, for clarity, that such manholes and/or handholes may be installed on the surface of the Right of Way Easement Area), transformers, pedestals and necessary fixtures, appurtenances and related equipment, structures and facilities (collectively referred to in this Easement as the “Facilities”), and (b) a non-exclusive, perpetual right and easement over, upon, along and across those portions of the Grantor’s Property which are reasonably necessary to enable the Grantee Parties to gain ingress to and egress from the Right of Way Easement Area at any and all times, for any or all of the purposes specified in clause (a) above; together with the right to cut down, trim or otherwise control the growth of all trees, bushes and other vegetation growing at, upon or over the Right of Way Easement Area and to clear any and all obstructions from the surface and subsurface of the Right of Way Easement Area which would impede access to, or interfere with or potentially interfere with the Facilities, as determined in Grantee’s sole discretion. Subject to the terms of the Side Letter, Grantee shall be responsible for the payment of all costs actually incurred in connection with any construction, maintenance, and repair of all Facilities in the Right of Way Easement Area and for all costs actually incurred in connection with control of the growth of trees, bushes and vegetation upon or over the Right of Way Easement Area. Following the performance of any work in the Right of Way Easement Area, Grantee shall make all reasonable efforts to restore the property to substantially the same condition that existed prior to the commencement of such work (normal wear and tear excepted). 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; provided, however, that, except in cases of emergency, Grantee shall provide Grantor with reasonable prior notice (which may be given by electronic mail) before accessing the Right of Way Easement Area for any purpose.

2. Use of Grantor’s Property. Grantee agrees that it shall reasonably cooperate with the Grantor with respect to the commencement, timing, and location of construction, maintenance, or repair on Right of Way Easement Area, so as to protect the public at large and to avoid any material interference with Grantor’s use and enjoyment of its interest in Grantor’s Property. All construction, maintenance, and repair of the Right of Way Easement Area shall be done in accordance with all applicable federal, state, and local law.

Except as provided herein, in no event shall Grantor or any of its agents, contractors, tenants, licensees, guests, invitees, employees, representatives, grantees, successors and/or assigns (including, without limitation, any and all successors in title to the Right of Way Easement Area) (collectively, the “Grantor Parties”) use the Right of Way Easement Area for any purpose that would disrupt or interfere with the use of the Right of Way 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. Except as provided herein, in no event shall Grantor or any of the other Grantor Parties gain access to, damage, disrupt or otherwise interfere with the Facilities (whether now existing or installed in the future). Grantor shall have the right to construct, operate and maintain a road and/or driveway, including but not limited to a paved concrete or asphalt surface, across the Right of Way Easement Area subject to Grantee’s approval of the location, such approval not to be unreasonably withheld or delayed (collectively, the “Roadway Improvements”). Without limiting the generality of the foregoing, Grantor hereby acknowledges and agrees as follows:

(a) Other than the Roadway Improvements referenced above, no building, structure or obstruction of any kind shall be placed, erected or used, and no trees may be planted, by (or on behalf of) any of the Grantor Parties on the Right of Way Easement Area without Grantee’s prior written consent.

(b) Other than the Roadway Improvements referenced above, no changes in grade to the Right of Way Easement Area shall be made by any of the Grantor Parties that would increase or decrease the existing ground elevation of the Right of Way Easement Area without Grantee’s prior written consent.

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

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

(e) Grantor Parties shall observe at all times all clearances required by applicable legal and safety standards.

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

4. 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, Illinois 60181 Attn: Director, Real Estate & Facilities Email: _____	Wood Dale School District 7 543 N. Wood Dale Road Wood Dale, Illinois 60191 Attn: Superintendent Email: _____

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.

5. 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.

6. 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 Right of Way 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 the Grantor's Property or Right of Way Easement Area except as recorded in the recorder's office of the county in which Grantor's Property is located; 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 Right of Way Easement Area. The foregoing representations and warranties of Grantor shall survive the grant of the easements and other rights hereunder.

7. Side Letter. Grantor and Grantee hereby acknowledge that this Easement is being granted in conjunction with a Side Letter Agreement between the parties dated as of even date herewith, the terms and conditions of which are hereby incorporated herein by reference (the “Side Letter”).

8. 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.

9. 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 action 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 hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Easement shall be held to constitute a waiver of any other or subsequent breach. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

[Signatures and acknowledgments on next page(s)]

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

GRANTOR

_____,
a(n) _____

By: _____
Name: _____
Title: _____

GRANTEE

COMMONWEALTH EDISON COMPANY,
an Illinois corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
)SS
COUNTY OF _____)

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

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

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 _____, 20__.

Notary Public

My Commission Expires: _____

EXHIBIT A TO GRANT OF RIGHT OF WAY EASEMENT

GRANTOR'S PROPERTY

EASEMENT LEGAL DESCRIPTION

THAT PART OF LOT 2 ALVIN FRANZEN'S ASSESSMENT ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1964 AS DOCUMENT NUMBER R1964-020730, AND THAT PART OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ADDISON TOWNSHIP, DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2, SOUTH 02°06'49" EAST 483.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 87°47'43" EAST 34.00 FEET ALONG THE NORTH LINE OF THE SOUTH 957 FEET OF THE NORTH 1440 FEET OF SAID LOT 2; THENCE SOUTH 02°06'49" EAST 102.66 FEET; THENCE 73.33 FEET ALONG THE ARC OF A 68.20 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD THAT BEARS OF SOUTH 27°00'50" WEST 69.85 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF WOOD DALE ROAD OF SAID PLAT; THENCE NORTH 02°06'49" WEST 163.62 FEET, ALONG SAID EAST RIGHT OF WAY LINE, TO THE POINT OF BEGINNING.

EXHIBIT B TO GRANT OF RIGHT OF WAY EASEMENT

RIGHT OF WAY EASEMENT AREA

