



# Lake County Forest Preserves

General Offices  
1899 West Winchester Road  
Libertyville, Illinois 60048  
847-367-6640 • Fax: 847-367-6649  
www.LCFPD.org

**DATE:** November 2, 2020

**MEMO TO:** John Wasik, Chair  
Planning Committee

**FROM:** Randall L. Seebach  
Director of Planning and Land Preservation

**Agenda Item#** 9.8

**RECOMMENDATION:** Recommend approval of a Resolution approving Easement Agreements with Commonwealth Edison (ComEd) for permanent utility easements accommodating existing electrical poles and lines along Schwerman Road at Lakewood Forest Preserve and along Grass Lake Road at Sun Lake Forest Preserve.

**STRATEGIC DIRECTION SUPPORTED:** Organizational Sustainability.

**FINANCIAL DATA:** ComEd will pay a \$1,000.00 application fee for each easement; there is no other financial impact.

**BACKGROUND:** In July, 2020, ComEd asked the District for access to District property for the replacement of its existing electrical poles located along the north side of Schwerman Road near Fairfield Road in the southern part of Lakewood Forest Preserve and along the north side of Grass Lake Road at Sun Lake Forest Preserve. In reviewing this request, District staff discovered that the poles are within the existing rights-of-way, but found no easements or other documents granting ComEd the rights to install, maintain, and replace the poles in these locations. While ComEd might have “prescriptive” and unwritten rights to the land, it benefits both ComEd and the District to establish an easement that would (i) grant ComEd a permanent easement to maintain, operate, and replace the existing poles, and any ancillary wires, poles and equipment, within the portions of the existing rights-of-way owned by the District plus an additional approximately 20 feet, (ii) allow ComEd to maintain its poles and equipment without having to seek permission from the District each time, and (iii) require ComEd to restore any District property damaged by its work.

The Planning Committee reviewed staff’s request for Policy direction on this matter in August 2020 and authorized staff to negotiate easement agreements with ComEd granting permanent easements to maintain, operate, and replace existing poles with necessary equipment within the easement corridors. In July of 2017, the District entered into similar easement agreements with Com Ed, when faced with a similar situation (i.e., existing Com Ed facilities within District property, but no recorded rights).

**REVIEW BY OTHERS:** Executive Director, Chief Operations Officer, Director of Finance, Corporate Counsel.

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LAKE     )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR NOVEMBER MEETING  
NOVEMBER 10, 2020**

**MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **PLANNING COMMITTEE** presents herewith “A Resolution approving Easement Agreements with Commonwealth Edison for permanent utility easements at Lakewood Forest Preserve and Sun Lake Forest Preserve,” and requests its approval.

**PLANNING COMMITTEE:**

Date: 11-2-2020     Roll Call Vote: Ayes: 9 Nays: 0

Voice Vote Majority Ayes; Nays:

**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING EASEMENT AGREEMENTS WITH  
COMMONWEALTH EDISON FOR PERMANENT UTILITY EASEMENTS AT  
LAKEWOOD FOREST PRESERVE AND SUN LAKE FOREST PRESERVE**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) owns properties commonly known as Lakewood Forest Preserve and Sun Lake Forest Preserve (the “Properties”); and

**WHEREAS**, Commonwealth Edison (“ComEd”) operates existing electrical poles within road rights-of-way within the Properties along the north side of Schwerman Road near Fairfield Road and along the north side of Grass Lake Road; and

**WHEREAS**, there is no existing record of an easement, lease, or other property right authorizing ComEd to operate such electrical poles; and

**WHEREAS**, ComEd desires that the District grant to it permanent easements within said rights-of-way and an additional approximately 20-foot corridor adjacent to said rights-of-way to allow ComEd to operate, maintain, and replace electrical poles and lines with necessary equipment on the Properties, pursuant to easement agreements in substantially the forms attached hereto (the “Easement Agreements”); and

**WHEREAS**, it is in the best interest of the District to approve the Easement Agreements in substantially the forms attached hereto; and

**WHEREAS**, Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, authorizes the District to grant easements under or across District property for the construction, operation, and maintenance of electric services; and

**WHEREAS**, the District has adopted an Ordinance Regarding Licenses and Easements (the “License and Easement Ordinance”) which sets forth the general requirements for granting easements;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT**:

**Section 1: Recitals.** The recitals set forth above are incorporated as a part of this Resolution by this reference.

**Section 2: Approval of Easement Agreements.** The Easement Agreements are hereby approved in substantially the forms attached hereto. The President, Secretary, and Executive Director of the District are hereby authorized and directed to execute and attest to, on behalf of the District, the Easement Agreements in substantially the form attached hereto. In the event that any provision of the Easement Agreements conflicts with the License and Easement Ordinance, the conflicting provision of the License and Easement Ordinance is hereby waived.

**Section 3: Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2020

AYES:

NAYS:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020

---

Angelo D. Kyle, President  
Lake County Forest Preserve District

ATTEST:

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Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

**Prepared by:  
Matthew E. Norton  
Burke, Warren, MacKay  
& Serritella, P.C.  
330 North Wabash  
21<sup>st</sup> Floor  
Chicago, IL 60611**

**After recording return to:  
Rebecca Hegner  
LCFPD  
1899 West Winchester Rd  
Libertyville, IL 60048**

**Above Space For Recorder's Use Only**

**EASEMENT AGREEMENT  
BY AND BETWEEN  
LAKE COUNTY FOREST PRESERVE DISTRICT  
AND  
COMMONWEALTH EDISON COMPANY**

This Easement Agreement (this "Agreement") is dated and executed as of the \_\_\_\_ day of November, 2020 (the "Effective Date"), and is by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. (the "District"), and COMMONWEALTH EDISON COMPANY, an Illinois corporation (the "Company"). In consideration of the provisions below and other consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Company agree as follows:

1. BACKGROUND. The District holds fee simple title to property commonly known as the Lakewood Forest Preserve in Lake County, Illinois (the "Subject Property"). The Company desires to install, maintain, operate, and replace poles, guys, anchors, wires, cables, transformers and other facilities (the "Facilities") used in connection with overhead transmission and distribution of electricity across and along the portion of the Subject Property legally described on Exhibit A attached hereto and generally depicted as the "EASEMENT AREA" on Exhibit B attached hereto (the "Easement Area").
2. GRANT OF EASEMENT. The District hereby grants to the Company a non-exclusive easement in, on, over and under the Easement Area for the sole purpose of allowing the Company to install, maintain, operate, and replace the Facilities (the "Easement"). The Company shall use the Easement in compliance of with all applicable laws (the "Requirements of Law").
3. TERM OF EASEMENT. The term of the Easement shall commence on the Effective Date and shall be perpetual.

4. MAINTENANCE OF EASEMENT AREA.

A. Easement Area. The Company must maintain the Easement Area in a safe, good and clean condition without hazard to public use. Additionally, the Company must comply with all Requirements of Law that prohibit, restrict, or regulate any hazardous materials.

B. District Property. If the Company's use of the Easement results in any damage to the Easement Area or any other property owned by the District, the Company must repair such damage and restore the property to its condition prior to such damage. If the Company fails to commence such repair and restoration with due diligence, within 30 days after the District gives the Company notice thereof, then the District shall have the right, but not the obligation, to cause the affected property to be repaired and restored and to recover from the Company all costs incurred by the District to cause the affected property to be repaired or restored.

C. Abatement of Dangerous Condition. If the Facilities threaten the public's health or safety, (i) the Company shall take all necessary action to abate the dangerous condition and (ii) if the Company fails to undertake such abatement with due diligence, within 48 hours after the District gives the Company notice thereof, the District shall have the right, but not the obligation, to take all necessary action to abate the dangerous condition, including restricting access near or installing barriers around the dangerous condition, and the Company shall reimburse the District for all costs incurred by the District in the performance of such abatement.

5. RESTORATION AND VACATION. Upon termination or abandonment of the Easement for any reason, the Company shall, at no cost to the District, (i) remove the Facilities from the Easement Area, (ii) restore the Easement Area to a natural condition acceptable to the District in accordance with a restoration plan approved by the District, and (iii) thereafter, vacate the Easement Area. If the Company fails to remove the Facilities, or to restore the Easement Area, the District shall have the right, but not the obligation, to perform and complete the removal and restoration, and to charge the Company for all costs and expenses, including legal and administrative costs, incurred by the District for such work.

6. RESERVATION OF RIGHTS. The District reserves its right to: (i) use the Easement Area for any public use, in any manner that will not unreasonably prevent, impede, or interfere with the Company's use of the Easement Area and (ii) grant other non-exclusive licenses or easements within the Easement Area that do not unreasonably prevent, impede, or interfere with the Company's use of the Easement Area. The Company will maintain the Facilities so that they do not unreasonably interfere with the District's use and occupancy of the Easement Area.

7. NO ASSESSMENTS AND LIENS. The Company represents and warrants that it will: (i) not assess or impose, or allow to be assessed or imposed, against the Easement Area any special assessment, special service area tax, recapture fee, or similar assessment, tax, or fee (an "Assessment"), (ii) indemnify the District from any Assessment that is imposed, (iii) take all necessary action to keep the Easement Area free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with the Facilities, and (iv) cause, at the Company's sole cost and expense, (a) any lien that is filed against the Easement Area in connection with the Facilities to be discharged and released, and (b) evidence of this discharge and release to be recorded against the Easement Area, all within 30 days after the date of filing of the lien.

8. SECURITY. If the Company fails to comply with its obligations in Sections 4, 5, or 7, then the District may require the Company to deposit with the District security in the form of cash or a certified or cashier's check made payable to the District, in an amount determined by the District, as a guarantee that the Company shall comply in the future with such obligations, including any required restoration and

repair of any damage to the Easement Area or any other property owned by the District. Refund of such funds shall be in the manner prescribed by the District's "Ordinance Regarding Licenses and Easements for Public Services" approved July 15, 2014, and as may be amended (the "License and Easement Ordinance").

9. INDEMNITY. The Company assumes sole and complete responsibility for any personal injury, including death, and damage to property that may arise directly or indirectly from the use of the Easement Area by the Company, its officers, directors, trustees, board members, partners, employees, agents and contractors. The Company shall indemnify, hold harmless, defend, and release the District, its commissioners, officers, agents, and employees from and against any alleged loss, claim, damage, and expense (including, without limitation, attorneys' fees and litigation costs) that may be alleged or asserted against any of those parties in connection with (i) the Facilities, the Easement, or the use of the Easement Area by the Company, or (ii) the Company's performance of, or failure to perform, its obligations under this Agreement (collectively, the "Indemnified Claims"), whether or not any such performance or failure to perform is alleged to result from the Company's breach of this Agreement, negligence, willful misconduct, or any other standard of conduct; however, this indemnity will not apply to the extent any Indemnified Claims are caused by the willful misconduct or gross negligence of the District.

10. INSURANCE. The Company shall, at no cost or expense to the District, procure and maintain insurance policies, coverages, and limits that the District determines, in its sole judgment, are sufficient to protect the District, the Easement Area, the Subject Property, and any other property owned by the District from the Indemnified Claims and all other actions by the Company pursuant to this Agreement. The Company will cause the District to be named as an additional insured on, and will provide to the District certificates of insurance acceptable to the District evidencing, the insurance required by this Section 10. Notwithstanding anything to the contrary in this Agreement, the Company shall have the right to self-insure all risks required by this Agreement.

11. EASEMENT FEE; REIMBURSEMENT OF EXPENSES. The Easement will not become effective until the Company has paid to the District a \$1,000.00 monetary fee (the "Monetary Fee") and any applicable tree compensation fees as determined by a botanic survey, if required by the District in its sole discretion, all in accordance with the License and Easement Ordinance. The Company shall, no later than 30 days after the receipt of an invoice from the District, reimburse the District for all out-of-pocket costs and staff costs incurred by the District relating to the review, consideration, negotiation, and preparation of: (i) the Company's application for the Easement, and (ii) this Agreement, all in accordance with the License and Easement Ordinance.

12. REVOCAION OF EASEMENT; REVERTER.

A. Revocation. If the Company breaches any term or provision of this Agreement, and the Company fails to cure such breach within the time provided for in this Agreement, or if no time is provided for in this Agreement, within a reasonable time, the District, in addition to any other remedy it may have, may: (i) terminate this Agreement, (ii) revoke the Easement, (iii) record with the office of the Recorder of Lake County, Illinois, a certified copy of a document revoking the Easement, and (iv) pursue any of the remedies set forth in this Agreement or otherwise available to the District at law or in equity.

B. Reverter. If the Company ceases to use the Easement for the purposes set forth in Section 1 of this Agreement for a period of twelve months or more, the Company will be deemed to have abandoned the Easement and all of the Company's rights in the Easement Area shall revert to the District, and the District may prepare and record with the office of the Recorder of Lake County, Illinois, a certified copy of a document memorializing such abandonment.

13. COVENANTS RUNNING WITH THE LAND. The Easement and the rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall run with the land, shall be recorded against the Easement Area, and shall be binding upon and inure to the benefit of the District and the Company and their respective mortgagees, lessees, heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them.

14. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) by a reputable overnight courier, or by (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (i) actual receipt, (ii) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit, or (iii) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 14, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the District shall be addressed and delivered to the following address:

Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville, IL 60048  
Attention: Executive Director

with a copy to:

Burke, Warren, MacKay & Serritella, P.C.  
330 North Wabash, 21<sup>st</sup> Floor  
Chicago, IL 60611  
Attention: Mathew E. Norton

Notices and communications to the Company shall be addressed and delivered to the following address:

Exelon Business Services Company, LLC  
10 South Dearborn Street  
49<sup>th</sup> Floor  
Chicago, IL 60603  
Attention: Assistant General Counsel – Real Estate

with a Copy to:

ComEd Real Estate & Facilities  
Three Lincoln Centre  
Oakbrook Terrace, IL 60181  
Attention: Director Real Estate & Facilities

15. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement is the entire agreement between the parties and supersedes all of their prior agreements and negotiations, written or oral, relating to the subject matter of this Agreement.



B. Governing Law. This Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois.

C. No Waiver. Any act or omission by the District that may constitute a waiver of one or more its rights under this Agreement shall not constitute or be deemed to be a waiver of any other right that the District has or may have in the future under this Agreement.

D. Authority. Each person signing this Agreement hereby states and covenants that he or she has read, and understands, this Agreement, that he or she has the authority to execute this Agreement on behalf of the party whom he or she represents, and that such party intends to be legally bound by the provisions of this Agreement.

**THE COMPANY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**DISTRICT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF LAKE            )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of the **LAKE COUNTY FOREST PRESERVE DISTRICT**, a body politic and corporate, and by \_\_\_\_\_, the \_\_\_\_\_ of said District.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF LAKE            )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of **COMMONWEALTH EDISON COMPANY**, an Illinois corporation, and by \_\_\_\_\_, the \_\_\_\_\_ of said corporation.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of Easement Area**

PIN: 10-32-100-001

A FIFTY (50) FOOT STRIP OF LAND FOR EASEMENT PURPOSES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 32 TOWNSHIP 44 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 16 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, 573.53 FEET TO THE CENTERLINE OF SCHWERMAN ROAD AS MONUMENTED; THENCE SOUTH 87 DEGREES 46 MINUTES 07 SECONDS WEST ALONG SAID CENTERLINE, 20.01 FEET TO THE WEST LINE OF THE EAST 20 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 46 MINUTES 07 SECONDS WEST ALONG SAID CENTERLINE, 548.17 FEET TO THE CENTERLINE OF FAIRFIELD ROAD AS MONUMENTED; THENCE NORTH 37 DEGREES 24 MINUTES 10 SECONDS WEST, 61.17 FEET; THENCE NORTH 87 DEGREES 46 MINUTES 07 SECONDS EAST, 585.12 FEET TO A POINT ON THE WEST LINE OF THE EAST 20 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 00 DEGREES 16 MINUTES 09 SECONDS EAST ALONG SAID WEST LINE, 50.03 FEET TO THE POINT OF BEGINNING.

PIN: 10-32-100-002

A FIFTY (50) FOOT STRIP OF LAND FOR EASEMENT PURPOSES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 32 TOWNSHIP 44 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 16 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER 573.53 FEET TO THE CENTERLINE OF SCHWERMAN ROAD AS MONUMENTED AND THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 46 MINUTES 07 SECONDS WEST ALONG SAID CENTERLINE, 20.01 FEET TO THE WEST LINE OF THE EAST 20 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 00 DEGREES 16 MINUTES 09 SECONDS WEST ALONG SAID WEST LINE, 50.03 FEET; THENCE NORTH 87 DEGREES 46 MINUTES 07 SECONDS EAST, 20.01 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 00 DEGREES 16 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, 50.03 FEET TO THE POINT OF BEGINNING.

PIN: 10-32-200-001

A FIFTY (50) FOOT STRIP OF LAND FOR EASEMENT PURPOSES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32 TOWNSHIP 44 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 16 MINUTES 09 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, 573.53 FEET TO THE CENTERLINE OF SCHWERMAN ROAD AS MONUMENTED AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 16 MINUTES 09 SECONDS WEST ALONG SAID WEST LINE, 50.02 FEET; THENCE NORTH 87 DEGREES 55 MINUTES 25 SECONDS EAST, 24.01 FEET TO THE EAST LINE OF WESTERLY 24 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 00 DEGREES 16 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, 50.02 FEET TO SAID CENTERLINE OF SCHWERMAN ROAD; THENCE SOUTH 87 DEGREES 55 MINUTES 25 SECONDS WEST ALONG SAID CENTERLINE, 24.01 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32 AND THE POINT OF BEGINNING.

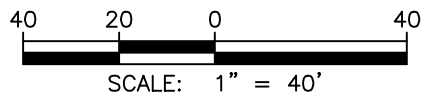
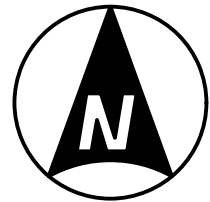
PIN: 10-32-200-003

A FIFTY (50) FOOT STRIP OF LAND FOR EASEMENT PURPOSES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32 TOWNSHIP 44 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 16 MINUTES 09 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, 573.53 FEET; THENCE NORTH 87 DEGREES 55 MINUTES 25 SECONDS EAST, 24.01 FEET TO THE EAST LINE OF THE WEST 24 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32 AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 16 MINUTES 09 SECONDS WEST ALONG SAID EASTERLY LINE, 50.02 FEET; THENCE NORTH 87 DEGREES 55 MINUTES 25 SECONDS EAST, 574.29 FEET; THENCE SOUTH 51 DEGREES 05 MINUTES 15 SECONDS EAST, 76.23 FEET; THENCE SOUTH 87 DEGREES 55 MINUTES 25 SECONDS WEST, 633.41 FEET TO THE EAST LINE OF THE WEST 24 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32 AND THE POINT OF BEGINNING.

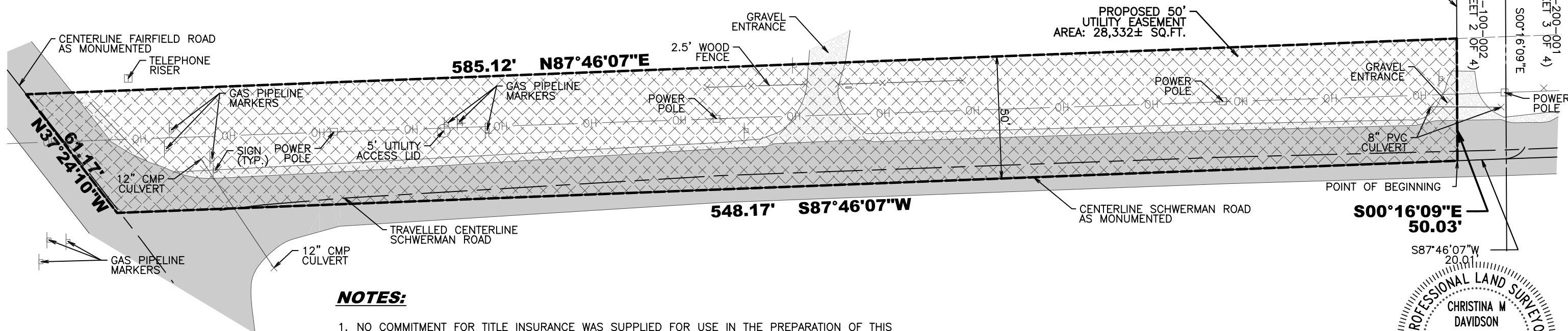
EXHIBIT B

EASEMENT EXHIBIT



POINT OF COMMENCEMENT  
FOUND IRON PIPE  
NE CORNER NW 1/4  
SECTION 32-44-10

PIN: 10-32-100-001



**NOTES:**

1. NO COMMITMENT FOR TITLE INSURANCE WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS EXHIBIT. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. THIS EXHIBIT WAS MADE WITH THE BENEFIT OF THE FOLLOWING DOCUMENTS: PLAT OF SURVEY BY NORTH CENTRAL LAND SURVEY COMPANY RECORDED OCTOBER 28, 1994 AS DOCUMENT 3608455, ALTA/ACSM LAND TITLE SURVEY BY MID AMERICA SURVEY COMPANY FOR JOB NUMBER 63809 DATED JANUARY 17, 2000, ALTA/ACSM LAND TITLE SURVEY BY ADVANCED SURVEY FOR JOB NUMBER 02-8622 DATED MARCH 1, 2002, DEED RECORDED SEPTEMBER 4, 1996 AS DOCUMENT 3870440, DEED RECORDED JUNE 14, 2002 AS DOCUMENT 4944413, AND DEED RECORDED FEBRUARY 16, 2000 AS DOCUMENT 4492425.
3. THIS EXHIBIT WAS CREATED FOR USE AS AN EASEMENT EXHIBIT AND IS NOT A PLAT OF SURVEY.
4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS NOTED AND SHOWN HEREON.
5. BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM ZONE 1201 (NAD83)2011.
6. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
7. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
8. EXHIBIT IS BASED ON FIELD WORK COMPLETED ON 6-25-2020.
9. CERTIFIED COPIES OF THIS EXHIBIT BEAR AN IMPRESSED SEAL.



STATE OF ILLINOIS }  
COUNTY OF DUPAGE } S.S.

WE, GASPEREC ELBERTS CONSULTING LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-006877, HEREBY CERTIFY THAT THIS EXHIBIT AND THE SURVEY UPON WHICH IT IS BASED WERE PERFORMED UNDER THE DIRECT SUPERVISION OF A LICENSED ILLINOIS PROFESSIONAL LAND SURVEYOR.

GIVEN UNDER MY HAND AND SEAL THIS 30TH DAY OF JUNE, 2020, IN DOWNERS GROVE, ILLINOIS,

*Christina M Davidson*  
CHRISTINA M. DAVIDSON  
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003780  
LICENSE EXPIRES: NOVEMBER 30, 2020

PREPARED BY: ILLINOIS FIRM LICENSE 184-006877  
**GASPEREC ELBERTS**  
CONSULTING  
1401 BRANDING AVENUE, SUITE 230  
DOWNERS GROVE, IL 60018  
(847) 868-1830

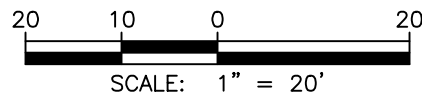
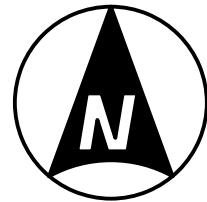


NICHOLAS L. RUETTIGER, PLS  
COMED LAND SURVEY ADMINISTRATOR  
1 LINCOLN CENTRE - 13TH FLOOR  
OAKBROOK TERRACE, IL 60181  
CELL: (815)295-9643  
NICHOLAS.RUETTIGER@COMED.COM

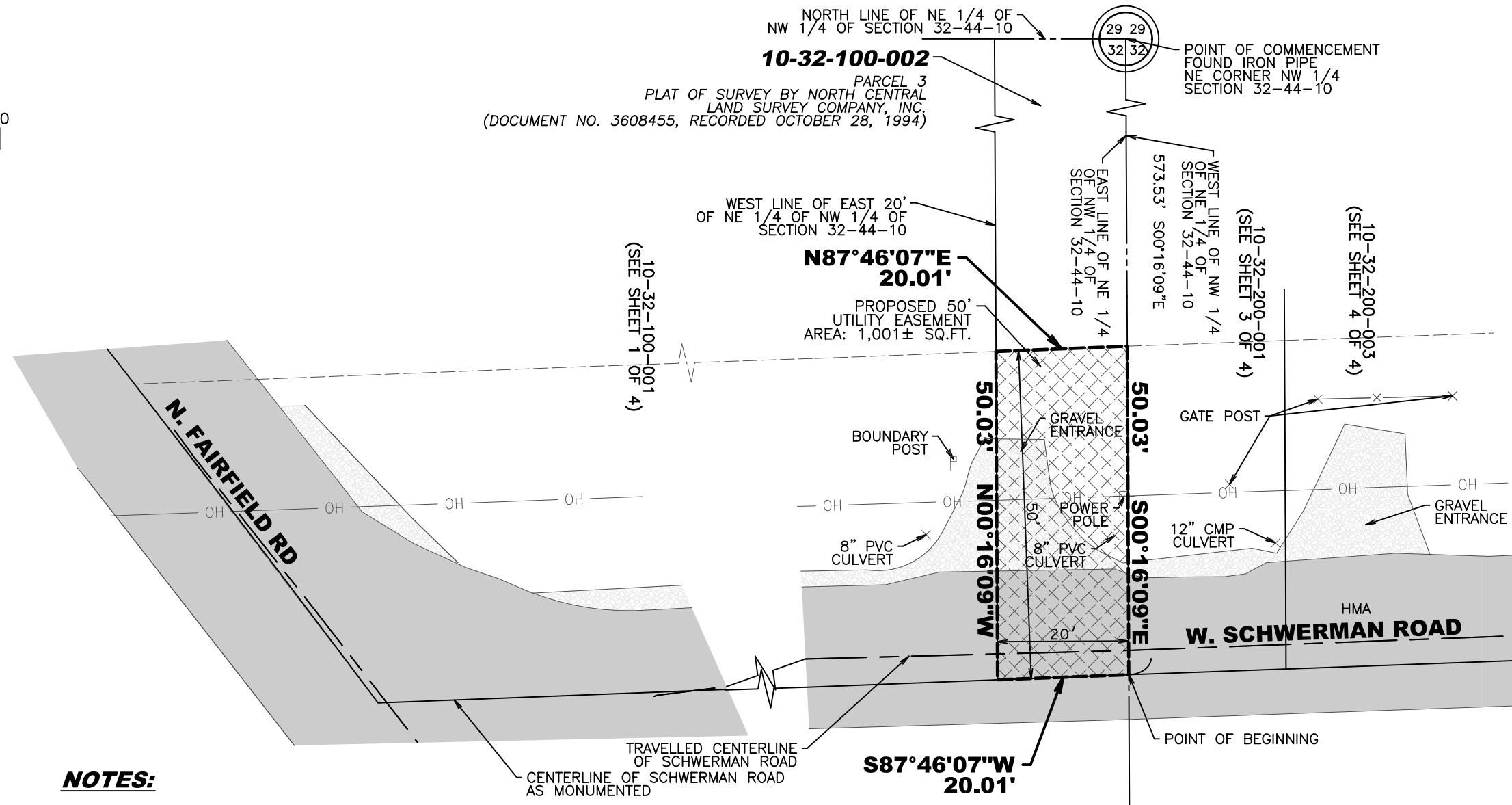
PREPARED BY: ILLINOIS PROFESSIONAL DESIGN FIRM #184-001322  
**HRGreen**  
420 N. FRONT STREET,  
McHENRY, IL 60050-2136  
t. 815.385.1778 f. 815.385.1781  
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| APPROVED BY:<br>CD    | <b>EASEMENT EXHIBIT</b>                   |                |                            |                           |
| CHECKED BY:<br>ARM/CD | <b>10-32-100-001, MUNDELEIN, ILLINOIS</b> |                |                            |                           |
| OFFICE:               | FIELD: GS                                 | CAD: ARM/CD    | CONTRACTOR NO.: 200179.015 | COMED ORDER NO.: [20-413] |
| DWG. NO.:             | ELECTRONIC DWG. FILE ...10-32-100-001.DGN | DATE: 06-29-20 | SCALE: 1" = 40'            | SHEET NO. 1 OF 4          |



# EASEMENT EXHIBIT



**NOTES:**

1. NO COMMITMENT FOR TITLE INSURANCE WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS EXHIBIT. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. THIS EXHIBIT WAS MADE WITH THE BENEFIT OF THE FOLLOWING DOCUMENTS: PLAT OF SURVEY BY NORTH CENTRAL LAND SURVEY COMPANY RECORDED OCTOBER 28, 1994 AS DOCUMENT 3608455, ALTA/ACSM LAND TITLE SURVEY BY MID AMERICA SURVEY COMPANY FOR JOB NUMBER 63809 DATED JANUARY 17, 2000, ALTA/ACSM LAND TITLE SURVEY BY ADVANCED SURVEY FOR JOB NUMBER 02-8622 DATED MARCH 1, 2002, DEED RECORDED SEPTEMBER 4, 1996 AS DOCUMENT 3870440, DEED RECORDED JUNE 14, 2002 AS DOCUMENT 4944413, AND DEED RECORDED FEBRUARY 16, 2000 AS DOCUMENT 4492425.
3. THIS EXHIBIT WAS CREATED FOR USE AS AN EASEMENT EXHIBIT AND IS NOT A PLAT OF SURVEY.
4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS NOTED AND SHOWN HEREON.
5. BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM ZONE 1201 (NAD83)2011.
6. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
7. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
8. EXHIBIT IS BASED ON FIELD WORK COMPLETED ON 5-13-2020.
9. CERTIFIED COPIES OF THIS EXHIBIT BEAR AN IMPRESSED SEAL.



STATE OF ILLINOIS )  
 COUNTY OF DUPAGE ) S.S.

WE, GASPEREC ELBERTS CONSULTING LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-006877, HEREBY CERTIFY THAT THIS EXHIBIT AND THE SURVEY UPON WHICH IT IS BASED WERE PERFORMED UNDER THE DIRECT SUPERVISION OF A LICENSED ILLINOIS PROFESSIONAL LAND SURVEYOR.


GIVEN UNDER MY HAND AND SEAL THIS 30TH DAY OF JUNE, 2020, IN DOWNERS GROVE, ILLINOIS,

*Christina M Davidson*  
 CHRISTINA M. DAVIDSON  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003780  
 LICENSE EXPIRES: NOVEMBER 30, 2020

PREPARED BY: ILLINOIS FIRM LICENSE 184-006877  
  
**GASPEREC ELBERTS**  
 CONSULTING  
 1401 BRANDING AVENUE, SUITE 230  
 DOWNERS GROVE, IL 60018  
 (847) 868-1830



NICHOLAS L. RUETTIGER, PLS  
 COMED LAND SURVEY ADMINISTRATOR  
 1 LINCOLN CENTRE - 13TH FLOOR  
 OAKBROOK TERRACE, IL 60181  
 CELL: (815)295-9643  
 NICHOLAS.RUETTIGER@COMED.COM

PREPARED BY: ILLINOIS PROFESSIONAL DESIGN FIRM #184-001322  
  
 420 N. FRONT STREET,  
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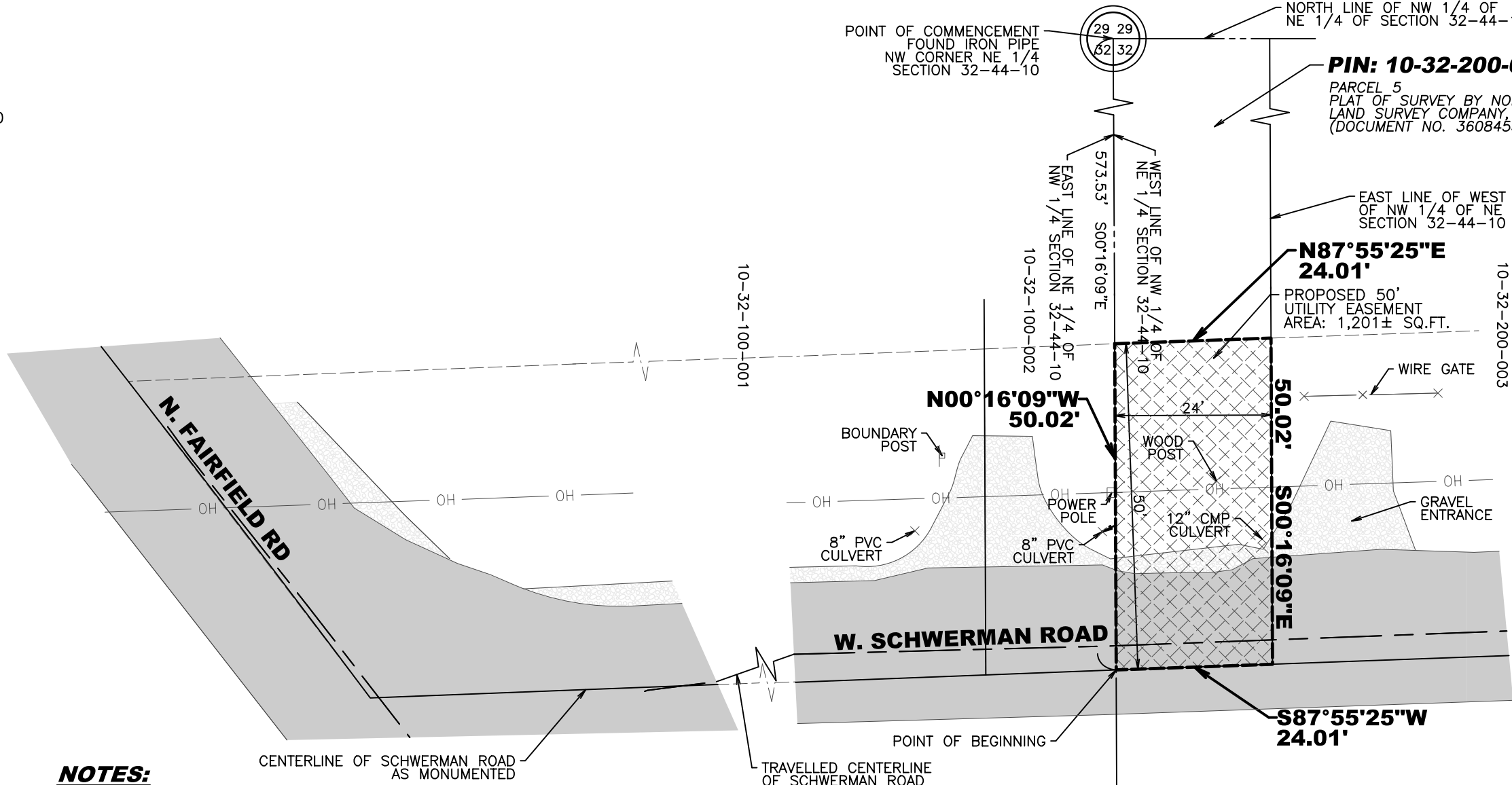
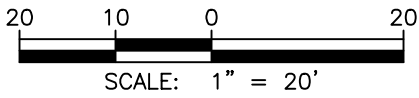
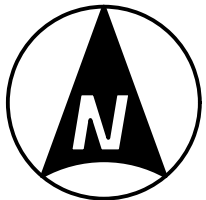
APPROVED BY: CD  
 CHECKED BY: ARM/CD

**EASEMENT EXHIBIT**  
**10-32-100-002, MUNDELEIN, ILLINOIS**

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|-----------|---|----------------|----------------------------|---------------------------|------------|
| OFFICE:   | FIELD: GS                                 | CAD: ARM/CD    | CONTRACTOR NO.: 200179.015 | COMED ORDER NO.: [20-413] | SHEET NO.: |
| DWG. NO.: | ELECTRONIC DWG. FILE ...10-32-100-002.DGN | DATE: 06-29-20 | SCALE: 1" = 40'            |                           | 2 OF 4     |



# EASEMENT EXHIBIT



**NOTES:**

1. NO COMMITMENT FOR TITLE INSURANCE WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS EXHIBIT. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
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3. THIS EXHIBIT WAS CREATED FOR USE AS AN EASEMENT EXHIBIT AND IS NOT A PLAT OF SURVEY.
4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS NOTED AND SHOWN HEREON.
5. BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM ZONE 1201 (NAD83)2011.
6. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
7. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
8. EXHIBIT IS BASED ON FIELD WORK COMPLETED ON 5-13-2020.
9. CERTIFIED COPIES OF THIS EXHIBIT BEAR AN IMPRESSED SEAL.

**PIN: 10-32-200-001**  
 PARCEL 5  
 PLAT OF SURVEY BY NORTH CENTRAL  
 LAND SURVEY COMPANY, INC.  
 (DOCUMENT NO. 3608455 RECORDED OCTOBER 28, 1994)



STATE OF ILLINOIS }  
 COUNTY OF DUPAGE } S.S.

WE, GASPEREC ELBERTS CONSULTING LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-006877, HEREBY CERTIFY THAT THIS EXHIBIT AND THE SURVEY UPON WHICH IT IS BASED WERE PERFORMED UNDER THE DIRECT SUPERVISION OF A LICENSED ILLINOIS PROFESSIONAL LAND SURVEYOR.

GIVEN UNDER MY HAND AND SEAL THIS 30TH DAY OF JUNE, 2020, IN DOWNERS GROVE, ILLINOIS,

*Christina M Davidson*  
 CHRISTINA M. DAVIDSON  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003780  
 LICENSE EXPIRES: NOVEMBER 30, 2020

PREPARED BY: ILLINOIS FIRM LICENSE 184-006877  
  
**GASPEREC ELBERTS**  
 CONSULTING  
 1401 BRANDING AVENUE, SUITE 230  
 DOWNERS GROVE, IL 60018  
 (847) 868-1830

**ComEd**  
 An Exelon Company

NICHOLAS L. RUETTIGER, PLS  
 COMED LAND SURVEY ADMINISTRATOR  
 1 LINCOLN CENTRE - 13TH FLOOR  
 OAKBROOK TERRACE, IL 60181  
 CELL: (815)295-9643  
 NICHOLAS.RUETTIGER@COMED.COM

PREPARED BY: ILLINOIS PROFESSIONAL DESIGN FIRM #184-001322  
  
 420 N. FRONT STREET,  
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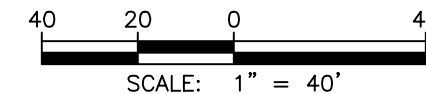
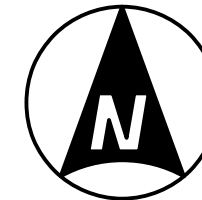
APPROVED BY: CD

CHECKED BY: ARM/CD

**EASEMENT EXHIBIT**  
**10-32-200-001, MUNDELEIN, ILLINOIS**

|           |  |                |                            |                           |                  |
|-----------|--|----------------|----------------------------|---------------------------|------------------|
| OFFICE:   | FIELD: GS                                  | CD: ARM/CD     | CONTRACTOR NO.: 200179.015 | COMED ORDER NO.: [20-413] | SHEET NO. 3 OF 4 |
| DWG. NO.: | ELECTRONIC DWG. FILE: ...10-32-200-001.DGN | DATE: 06-29-20 | SCALE: 1" = 40'            |                           |                  |

# EASEMENT EXHIBIT



POINT OF COMMENCEMENT  
FOUND IRON PIPE  
NW 1/4 NE 1/4  
SECTION 32-44-10

NORTH LINE OF NW 1/4 OF  
NE 1/4 SECTION 32-44-10

10-32-200-001  
(SEE SHEET 3 OF 4)

WEST LINE OF NW 1/4 OF  
SECTION 32-44-10

EAST LINE OF WEST 24' OF  
THE NE 1/4 OF  
SECTION 32-44-10

573.53 S00°16'09"E

24'

POINT OF BEGINNING  
N87°55'25"E  
24.01' SIGN POST

TRAVELLED CENTERLINE  
SCHWERMAN ROAD

**10-32-200-003**

PROPOSED 50'  
UTILITY EASEMENT  
AREA: 30,193± SQ.FT.

574.29' N87°55'25"E

WIRE FENCE

EASTERLY EXTENSION OF  
CENTERLINE SCHWERMAN ROAD  
AS MONUMENTED

76.23'  
S51°05'16"E

WIRE GATE

POWER POLE

POWER POLE

8" PVC CULVERT

12" CMP CULVERT  
GRAVEL ENTRANCE

12" CMP CULVERT

GUY WIRE  
POWER POLE

N00°16'09"W  
50.02'

W. SCHWERMAN RD

633.41' S87°55'25"W

## NOTES:

1. NO COMMITMENT FOR TITLE INSURANCE WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS EXHIBIT. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
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9. CERTIFIED COPIES OF THIS EXHIBIT BEAR AN IMPRESSED SEAL.



STATE OF ILLINOIS }  
COUNTY OF DUPAGE) S.S.

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GIVEN UNDER MY HAND AND SEAL THIS 30TH DAY OF JUNE, 2020, IN DOWNERS GROVE, ILLINOIS,

*Christina M Davidson*  
CHRISTINA M. DAVIDSON  
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003780  
LICENSE EXPIRES: NOVEMBER 30, 2020

PREPARED BY: ILLINOIS FIRM LICENSE 184-006877  
**GASPEREC ELBERTS**  
CONSULTING  
1401 BRANDING AVENUE, SUITE 230  
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COMED LAND SURVEY ADMINISTRATOR  
1 LINCOLN CENTRE - 13TH FLOOR  
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CELL: (815)295-9643  
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| APPROVED BY:<br>CD    | <b>EASEMENT EXHIBIT</b>                   |                |                            |                           |
| CHECKED BY:<br>ARM/CD | <b>10-32-200-003, MUNDELEIN, ILLINOIS</b> |                |                            |                           |
| OFFICE:               | FIELD: GS                                 | CAD: ARM/CD    | CONTRACTOR NO.: 200179.015 | COMED ORDER NO.: [20-413] |
| DWG. NO.:             | ELECTRONIC DWG. FILE ...10-32-200-003.DGN | DATE: 06-29-20 | SCALE: 1" = 40'            | SHEET NO. 4 OF 4          |

**Prepared by:  
Matthew E. Norton  
Burke, Warren, MacKay  
& Serritella, P.C.  
330 North Wabash  
21<sup>st</sup> Floor  
Chicago, IL 60611**

**After recording return to:  
Rebecca Hegner  
LCFPD  
1899 West Winchester Rd  
Libertyville, IL 60048**

**Above Space For Recorder's Use Only**

**EASEMENT AGREEMENT  
BY AND BETWEEN  
LAKE COUNTY FOREST PRESERVE DISTRICT  
AND  
COMMONWEALTH EDISON COMPANY**

This Easement Agreement (this "Agreement") is dated and executed as of the \_\_\_\_ day of November, 2020 (the "Effective Date"), and is by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. (the "District"), and COMMONWEALTH EDISON COMPANY, an Illinois corporation (the "Company"). In consideration of the provisions below and other consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Company agree as follows:

1. BACKGROUND. The District holds fee simple title to property commonly known as the Sun Lake Forest Preserve in Lake County, Illinois (the "Subject Property"). The Company desires to install, maintain, operate, and replace poles, guys, anchors, wires, cables, transformers and other facilities (the "Facilities") used in connection with overhead and underground transmission and distribution of electricity across and along the portion of the Subject Property legally described on Exhibit A attached hereto and generally depicted as the "EASEMENT AREA" on Exhibit B attached hereto (the "Easement Area").
2. GRANT OF EASEMENT. The District hereby grants to the Company a non-exclusive easement in, on, over and under the Easement Area for the sole purpose of allowing the Company to install, maintain, operate, and replace the Facilities (the "Easement"). The Company shall use the Easement in compliance of with all applicable laws (the "Requirements of Law").
3. TERM OF EASEMENT. The term of the Easement shall commence on the Effective Date and shall be perpetual.

4. MAINTENANCE OF EASEMENT AREA.

A. Easement Area. The Company must maintain the Easement Area in a safe, good and clean condition without hazard to public use. Additionally, the Company must comply with all Requirements of Law that prohibit, restrict, or regulate any hazardous materials.

B. District Property. If the Company's use of the Easement results in any damage to the Easement Area or any other property owned by the District, the Company must repair such damage and restore the property to its condition prior to such damage. If the Company fails to commence such repair and restoration with due diligence, within 30 days after the District gives the Company notice thereof, then the District shall have the right, but not the obligation, to cause the affected property to be repaired and restored and to recover from the Company all costs incurred by the District to cause the affected property to be repaired or restored.

C. Abatement of Dangerous Condition. If the Facilities threaten the public's health or safety, (i) the Company shall take all necessary action to abate the dangerous condition and (ii) if the Company fails to undertake such abatement with due diligence, within 48 hours after the District gives the Company notice thereof, the District shall have the right, but not the obligation, to take all necessary action to abate the dangerous condition, including restricting access near or installing barriers around the dangerous condition, and the Company shall reimburse the District for all costs incurred by the District in the performance of such abatement.

5. RESTORATION AND VACATION. Upon termination or abandonment of the Easement for any reason, the Company shall, at no cost to the District, (i) remove the Facilities from the Easement Area, (ii) restore the Easement Area to a natural condition acceptable to the District in accordance with a restoration plan approved by the District, and (iii) thereafter, vacate the Easement Area. If the Company fails to remove the Facilities, or to restore the Easement Area, the District shall have the right, but not the obligation, to perform and complete the removal and restoration, and to charge the Company for all costs and expenses, including legal and administrative costs, incurred by the District for such work.

6. RESERVATION OF RIGHTS. The District reserves its right to: (i) use the Easement Area for any public use, in any manner that will not unreasonably prevent, impede, or interfere with the Company's use of the Easement Area and (ii) grant other non-exclusive licenses or easements within the Easement Area that do not unreasonably prevent, impede, or interfere with the Company's use of the Easement Area. The Company will maintain the Facilities so that they do not unreasonably interfere with the District's use and occupancy of the Easement Area.

7. NO ASSESSMENTS AND LIENS. The Company represents and warrants that it will: (i) not assess or impose, or allow to be assessed or imposed, against the Easement Area any special assessment, special service area tax, recapture fee, or similar assessment, tax, or fee (an "Assessment"), (ii) indemnify the District from any Assessment that is imposed, (iii) take all necessary action to keep the Easement Area free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with the Facilities, and (iv) cause, at the Company's sole cost and expense, (a) any lien that is filed against the Easement Area in connection with the Facilities to be discharged and released, and (b) evidence of this discharge and release to be recorded against the Easement Area, all within 30 days after the date of filing of the lien.

8. SECURITY. If the Company fails to comply with its obligations in Sections 4, 5, or 7, then the District may require the Company to deposit with the District security in the form of cash or a certified or cashier's check made payable to the District, in an amount determined by the District, as a guarantee that the Company shall comply in the future with such obligations, including any required restoration and

repair of any damage to the Easement Area or any other property owned by the District. Refund of such funds shall be in the manner prescribed by the District's "Ordinance Regarding Licenses and Easements for Public Services" approved July 15, 2014, and as may be amended (the "License and Easement Ordinance").

9. INDEMNITY. The Company assumes sole and complete responsibility for any personal injury, including death, and damage to property that may arise directly or indirectly from the use of the Easement Area by the Company, its officers, directors, trustees, board members, partners, employees, agents and contractors. The Company shall indemnify, hold harmless, defend, and release the District, its commissioners, officers, agents, and employees from and against any alleged loss, claim, damage, and expense (including, without limitation, attorneys' fees and litigation costs) that may be alleged or asserted against any of those parties in connection with (i) the Facilities, the Easement, or the use of the Easement Area by the Company, or (ii) the Company's performance of, or failure to perform, its obligations under this Agreement (collectively, the "Indemnified Claims"), whether or not any such performance or failure to perform is alleged to result from the Company's breach of this Agreement, negligence, willful misconduct, or any other standard of conduct; however, this indemnity will not apply to the extent any Indemnified Claims are caused by the willful misconduct or gross negligence of the District.

10. INSURANCE. The Company shall, at no cost or expense to the District, procure and maintain insurance policies, coverages, and limits that the District determines, in its sole judgment, are sufficient to protect the District, the Easement Area, the Subject Property, and any other property owned by the District from the Indemnified Claims and all other actions by the Company pursuant to this Agreement. The Company will cause the District to be named as an additional insured on, and will provide to the District certificates of insurance acceptable to the District evidencing, the insurance required by this Section 10. Notwithstanding anything to the contrary in this Agreement, the Company shall have the right to self-insure all risks required by this Agreement.

11. EASEMENT FEE; REIMBURSEMENT OF EXPENSES. The Easement will not become effective until the Company has paid to the District a \$1,000.00 monetary fee (the "Monetary Fee") and any applicable tree compensation fees as determined by a botanic survey, if required by the District in its sole discretion, all in accordance with the License and Easement Ordinance. The Company shall, no later than 30 days after the receipt of an invoice from the District, reimburse the District for all out-of-pocket costs and staff costs incurred by the District relating to the review, consideration, negotiation, and preparation of: (i) the Company's application for the Easement, and (ii) this Agreement, all in accordance with the License and Easement Ordinance.

12. REVOCAION OF EASEMENT; REVERTER.

A. Revocation. If the Company breaches any term or provision of this Agreement, and the Company fails to cure such breach within the time provided for in this Agreement, or if no time is provided for in this Agreement, within a reasonable time, the District, in addition to any other remedy it may have, may: (i) terminate this Agreement, (ii) revoke the Easement, (iii) record with the office of the Recorder of Lake County, Illinois, a certified copy of a document revoking the Easement, and (iv) pursue any of the remedies set forth in this Agreement or otherwise available to the District at law or in equity.

B. Reverter. If the Company ceases to use the Easement for the purposes set forth in Section 1 of this Agreement for a period of twelve months or more, the Company will be deemed to have abandoned the Easement and all of the Company's rights in the Easement Area shall revert to the District, and the District may prepare and record with the office of the Recorder of Lake County, Illinois, a certified copy of a document memorializing such abandonment.

13. COVENANTS RUNNING WITH THE LAND. The Easement and the rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall run with the land, shall be recorded against the Easement Area, and shall be binding upon and inure to the benefit of the District and the Company and their respective mortgagees, lessees, heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them.

14. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) by a reputable overnight courier, or by (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (i) actual receipt, (ii) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit, or (iii) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 14, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the District shall be addressed and delivered to the following address:

Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville, IL 60048  
Attention: Executive Director

with a copy to:

Burke, Warren, MacKay & Serritella, P.C.  
330 North Wabash, 21<sup>st</sup> Floor  
Chicago, IL 60611  
Attention: Mathew E. Norton

Notices and communications to the Company shall be addressed and delivered to the following address:

Exelon Business Services Company, LLC  
10 South Dearborn Street  
49<sup>th</sup> Floor  
Chicago, IL 60603  
Attention: Assistant General Counsel – Real Estate

with a Copy to:

ComEd Real Estate & Facilities  
Three Lincoln Centre  
Oakbrook Terrace, IL 60181  
Attention: Director Real Estate & Facilities

15. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement is the entire agreement between the parties and supersedes all of their prior agreements and negotiations, written or oral, relating to the subject matter of this Agreement.

B. Governing Law. This Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois.

C. No Waiver. Any act or omission by the District that may constitute a waiver of one or more its rights under this Agreement shall not constitute or be deemed to be a waiver of any other right that the District has or may have in the future under this Agreement.

D. Authority. Each person signing this Agreement hereby states and covenants that he or she has read, and understands, this Agreement, that he or she has the authority to execute this Agreement on behalf of the party whom he or she represents, and that such party intends to be legally bound by the provisions of this Agreement.

**THE COMPANY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**DISTRICT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF LAKE            )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of the **LAKE COUNTY FOREST PRESERVE DISTRICT**, a body politic and corporate, and by \_\_\_\_\_, the \_\_\_\_\_ of said District.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF LAKE            )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of **COMMONWEALTH EDISON COMPANY**, an Illinois corporation, and by \_\_\_\_\_, the \_\_\_\_\_ of said corporation.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_



**EXHIBIT A**  
**Legal Description of Easement Area**

PIN: 02-20-400-067

**EASEMENT 1**

A TWENTY (20) FOOT STRIP OF LAND FOR EASEMENT PURPOSES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 20 TOWNSHIP 46 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 09 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, 236.28 FEET TO THE NORTH RIGHT OF WAY OF GRASS LAKE ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY OF GRASS LAKE ROAD, BEING A NON-TANGENT CURVE CONCAVE TO THE NORTH, A DISTANCE OF 477.44 FEET, SAID CURVE HAVING A RADIUS OF 17123.79 FEET AND A CHORD BEARING NORTH 77 DEGREES 00 MINUTES 08 SECONDS WEST, 477.43 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY OF GRASS LAKE ROAD NORTH 76 DEGREES 12 MINUTES 13 SECONDS WEST, 832.03 FEET TO THE WEST LINE OF EXCEPTION "F" IN DOCUMENT 6373295, RECORDED JULY 23, 2008 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY OF GRASS LAKE ROAD NORTH 76 DEGREES 12 MINUTES 13 SECONDS WEST, 281.26 FEET TO THE EAST RIGHT OF WAY OF VILLA RICA ROAD; THENCE NORTH 49 DEGREES 33 MINUTES 13 SECONDS EAST ALONG SAID EAST RIGHT OF WAY OF VILLA RICA ROAD, 24.65 FEET; THENCE SOUTH 76 DEGREES 12 MINUTES 13 SECONDS EAST, 266.76 FEET TO THE WEST LINE OF EXCEPTION "F" IN DOCUMENT 6373295, RECORDED JULY 23, 2008; THENCE SOUTH 13 DEGREES 29 MINUTES 42 SECONDS WEST, 20.00 FEET TO THE NORTH RIGHT OF WAY OF GRASS LAKE ROAD AND THE POINT OF BEGINNING.

**EASEMENT 2**

A TWENTY (20) FOOT STRIP OF LAND FOR EASEMENT PURPOSES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 20 TOWNSHIP 46 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 09 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, 236.28 FEET TO THE NORTH RIGHT OF WAY OF GRASS LAKE ROAD AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH RIGHT OF WAY OF GRASS LAKE ROAD, BEING A NON-TANGENT CURVE CONCAVE TO THE NORTH, A DISTANCE OF 477.44 FEET, SAID CURVE HAVING A RADIUS OF 17123.79 FEET AND A CHORD BEARING NORTH 77 DEGREES 00 MINUTES 08 SECONDS WEST, 477.43 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY OF GRASS LAKE ROAD NORTH 76 DEGREES 12 MINUTES 13 SECONDS WEST, 682.03 FEET TO THE EAST LINE OF EXCEPTION "F" IN DOCUMENT 6373295, RECORDED JULY 23, 2008; THENCE NORTH 13 DEGREES 29 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE, 20.00 FEET; THENCE SOUTH 76 DEGREES 12 MINUTES 13 SECONDS EAST, 681.79 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTH, A DISTANCE OF 472.97 FEET, SAID CURVE HAVING A RADIUS OF 17103.79 FEET AND A CHORD BEARING SOUTH 76 DEGREES 59 MINUTES 40 SECONDS EAST, 472.95 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH 00 DEGREES 09 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE, 20.45 FEET TO THE NORTH RIGHT OF WAY OF GRASS LAKE ROAD AND THE POINT OF BEGINNING.

PIN: 02-21-300-010

A TWENTY (20) FOOT STRIP OF LAND FOR EASEMENT PURPOSES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 21 TOWNSHIP 46 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 09 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21, 236.28 FEET TO THE NORTH RIGHT OF WAY OF GRASS LAKE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 09 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21, 20.45 FEET; THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTH, A DISTANCE OF 606.37 FEET, SAID CURVE HAVING A RADIUS OF 17103.79 FEET AND A CHORD BEARING SOUTH 78 DEGREES 48 MINUTES 08 SECONDS EAST, 606.34 FEET; THENCE SOUTH 79 DEGREES 50 MINUTES 52 SECONDS EAST, 73.15 FEET TO THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 00 DEGREES 17 MINUTES 46 SECONDS WEST ALONG SAID EAST LINE, 20.30 FEET TO THE NORTH RIGHT OF WAY OF GRASS LAKE ROAD; THENCE NORTH 79 DEGREES 50 MINUTES 52 SECONDS WEST ALONG THE NORTH RIGHT OF WAY OF SAID GRASS LAKE ROAD, 76.57 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTH, A DISTANCE OF 602.87 FEET, SAID CURVE HAVING A RADIUS OF 17123.79 FEET AND A CHORD BEARING NORTH 78 DEGREES 48 MINUTES 35 SECONDS WEST, 602.84 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 AND THE POINT OF BEGINNING.

PIN: 02-21-300-015

A SIXTY (60) FOOT STRIP OF LAND FOR EASEMENT PURPOSES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

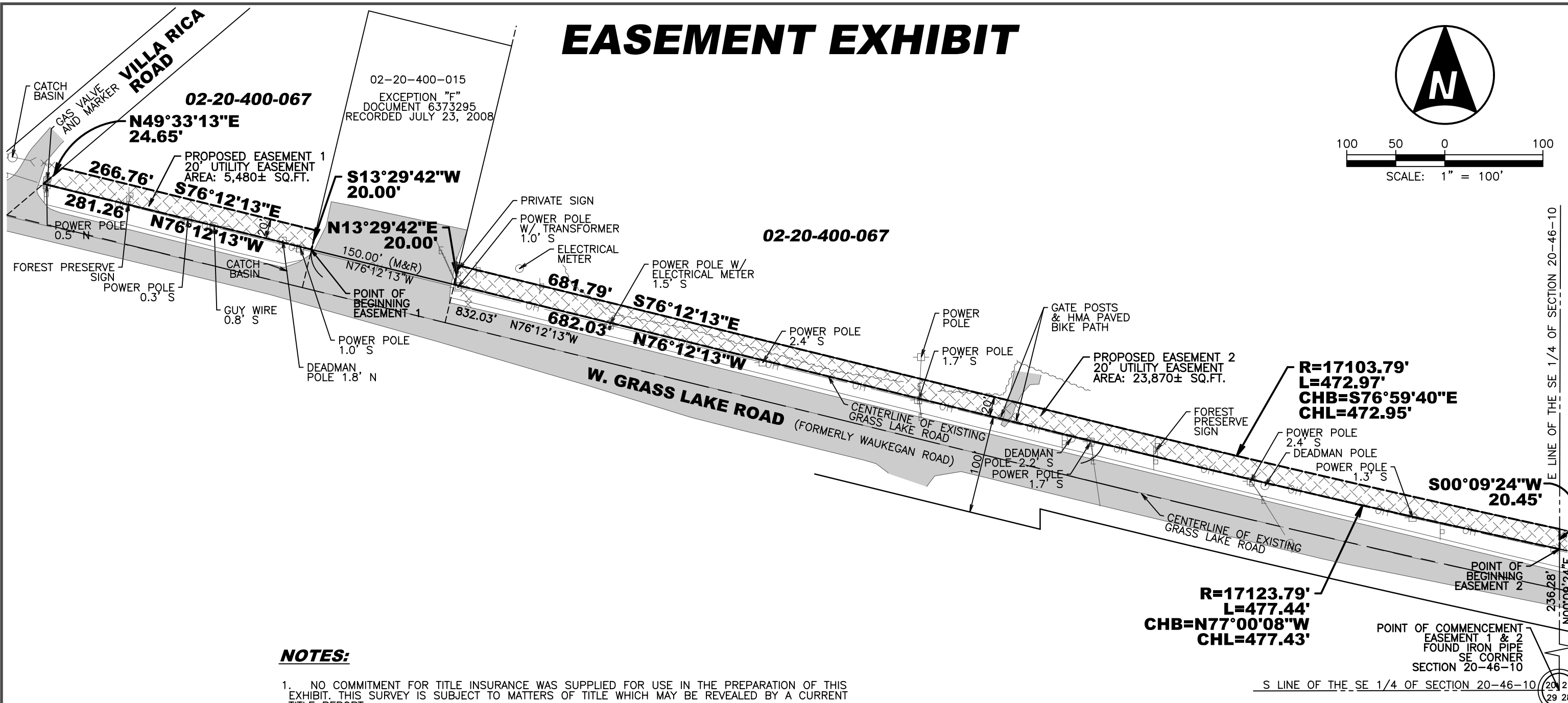
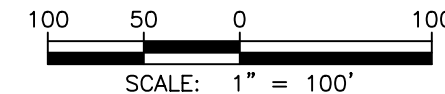
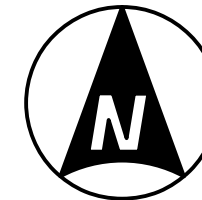
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 21 TOWNSHIP 46 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 50 MINUTES 51 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21, 666.87 FEET TO THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH 00 DEGREES 17 MINUTES 46 SECONDS EAST ALONG SAID EAST LINE, 63.41 FEET TO THE CENTERLINE OF GRASS LAKE ROAD AND FORMER CENTERLINE OF WAUKEGAN ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 17 MINUTES 46 SECONDS EAST ALONG SAID EAST LINE, 60.90 FEET; THENCE SOUTH 79 DEGREES 50 MINUTES 53 SECONDS EAST, 401.14 FEET TO THE CENTER THREAD OF THE SEQUOIT CREEK CHANNEL WATERWAY PER DOCUMENT NUMBER 5575059 RECORDED JUNE 4, 2004 IN THE OFFICE OF THE LAKE COUNTY RECORDER OF DEEDS; THENCE SOUTHERLY ALONG SAID CENTER THREAD BEING A NON-TANGENT CURVE CONCAVE TO THE EAST, A DISTANCE OF 22.14 FEET, SAID CURVE HAVING A RADIUS OF 416.48 FEET AND A CHORD BEARING SOUTH 03 DEGREES 59 MINUTES 34 SECONDS WEST, 22.14 FEET; THENCE CONTINUING ALONG SAID CENTER THREAD SOUTH 10 DEGREES 09 MINUTES 07 SECONDS WEST, 37.99 FEET TO THE FORMER CENTERLINE OF WAUKEGAN ROAD; THENCE NORTH 79 DEGREES 50 MINUTES 53 SECONDS WEST ALONG SAID FORMER CENTERLINE OF WAUKEGAN ROAD, 393.09 FEET TO THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21 AND THE POINT OF BEGINNING.

PIN: 02-28-100-012

A SIXTY (60) FOOT STRIP OF LAND FOR EASEMENT PURPOSES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 28 TOWNSHIP 46 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 50 MINUTES 51 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 673.77 FEET TO THE EAST LINE OF THE WEST 660 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28 ; THENCE SOUTH 01 DEGREE 10 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 660 FEET, 255.67 FEET TO THE CENTERLINE OF GRASS LAKE ROAD AND THE POINT OF BEGINNING; THENCE NORTH 73 DEGREES 15 MINUTES 26 SECONDS WEST ALONG SAID CENTERLINE, 41.81 FEET; THENCE NORTH 00 DEGREE 10 MINUTES 59 SECONDS WEST, 62.72 FEET; THENCE SOUTH 73 DEGREES 15 MINUTES 26 SECONDS EAST, 41.81 FEET TO THE EAST LINE OF SAID WEST 660 FEET; THENCE SOUTH 00 DEGREE 10 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 660 FEET, 62.72 FEET TO SAID CENTERLINE OF GRASS LAKE ROAD AND THE POINT OF BEGINNING.

# EASEMENT EXHIBIT




**NOTES:**

1. NO COMMITMENT FOR TITLE INSURANCE WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS EXHIBIT. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. THIS EXHIBIT WAS MADE WITH THE BENEFIT OF THE FOLLOWING DOCUMENTS: ALTA/ACSM LAND TITLE SURVEY BY PEKRAY SURVEYING CO., LTD FOR FILE NUMBER 07-743 DATED DECEMBER 14, 2007, WARRANTY DEED RECORDED JULY 23, 2008 AS DOCUMENT 6373295, AND DEDICATION OF RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES RECORDED JANUARY 3, 1940 AS DOCUMENT 473071.
3. THIS EXHIBIT WAS CREATED FOR USE AS AN EASEMENT EXHIBIT AND IS NOT A PLAT OF SURVEY.
4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS NOTED AND SHOWN HEREON.
5. BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM ZONE 1201 (NAD83)2011.
6. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
7. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
8. EXHIBIT IS BASED ON FIELD WORK COMPLETED ON 7-7-2020.
9. CERTIFIED COPIES OF THIS EXHIBIT BEAR AN IMPRESSED SEAL.

PREPARED BY: ILLINOIS FIRM LICENSE 184-006877  
  
**GASPEREC ELBERTS**  
 CONSULTING  
 1401 BRANDING AVENUE, SUITE 230  
 DOWNERS GROVE, IL 60018  
 (847) 868-1830



NICHOLAS L. RUETTIGER, PLS  
 COMED LAND SURVEY ADMINISTRATOR  
 1 LINCOLN CENTRE - 13TH FLOOR  
 OAKBROOK TERRACE, IL 60181  
 CELL: (815)295-9643  
 NICHOLAS.RUETTIGER@COMED.COM

PREPARED BY: ILLINOIS PROFESSIONAL DESIGN FIRM #184-001322  
  
 420 N. FRONT STREET,  
 McHENRY, IL 60050-2136  
 t. 815.385.1778 f. 815.385.1781  
 www.HRGREEN.com

| NO. | DATE     | DESCRIPTION             |
|-----|----------|-------------------------|
| 1   | 10-13-20 | UPDATE EASEMENT 2 LABEL |

APPROVED BY: CD  
 CHECKED BY: ARM/CD

**EASEMENT EXHIBIT**  
**02-20-400-067, ANTIOCH, ILLINOIS**

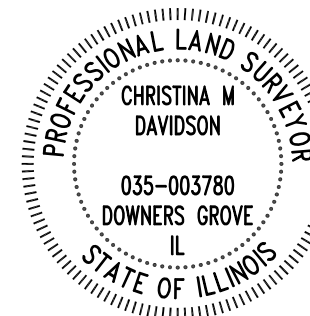
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|-----------|--|----------------|----------------------------|---------------------------|------------|
| OFFICE:   | FIELD: GS                                  | CD: ARM/CD     | CONTRACTOR NO.: 200179.018 | COMED ORDER NO.: [20-500] | SHEET NO.: |
| DWG. NO.: | ELECTRONIC DWG. FILE: ...02-20-400-067.DGN | DATE: 07-20-20 | SCALE: 1" = 100'           |                           | 1 OF 2     |

STATE OF ILLINOIS }  
 COUNTY OF DUPAGE) S.S.

WE, GASPEREC ELBERTS CONSULTING LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-006877, HEREBY CERTIFY THAT THIS EXHIBIT AND THE SURVEY UPON WHICH IT IS BASED WERE PERFORMED UNDER THE DIRECT SUPERVISION OF A LICENSED ILLINOIS PROFESSIONAL LAND SURVEYOR.

GIVEN UNDER MY HAND AND SEAL THIS 13TH DAY OF OCTOBER, 2020, IN DOWNERS GROVE, ILLINOIS,

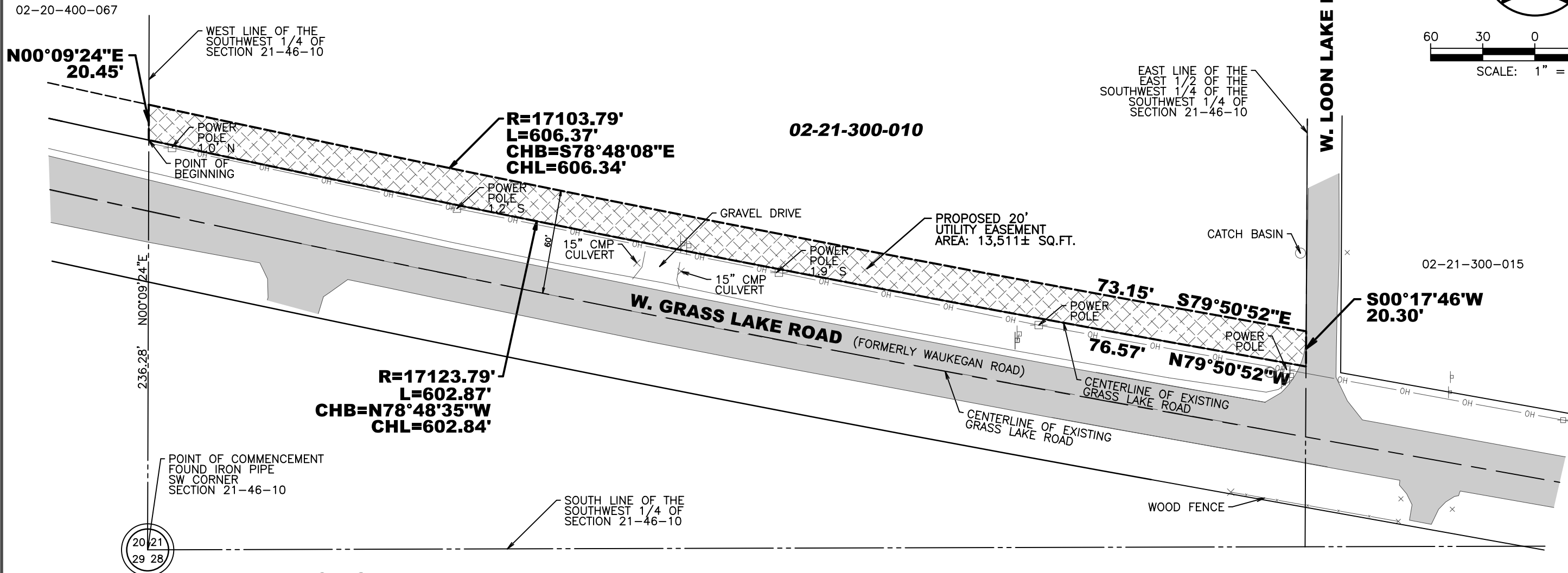
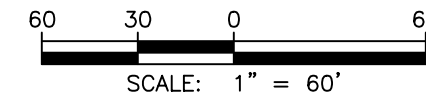
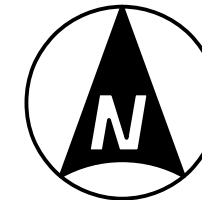
*Christina M Davidson*  
 CHRISTINA M. DAVIDSON  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003780  
 LICENSE EXPIRES: NOVEMBER 30, 2020



E LINE OF THE SE 1/4 OF SECTION 20-46-10

2021  
29 28

# EASEMENT EXHIBIT



**NOTES:**

1. NO COMMITMENT FOR TITLE INSURANCE WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS EXHIBIT. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
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3. THIS EXHIBIT WAS CREATED FOR USE AS AN EASEMENT EXHIBIT AND IS NOT A PLAT OF SURVEY.
4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS NOTED AND SHOWN HEREON.
5. BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM ZONE 1201 (NAD83)2011.
6. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
7. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
8. EXHIBIT IS BASED ON FIELD WORK COMPLETED ON 7-7-2020.
9. CERTIFIED COPIES OF THIS EXHIBIT BEAR AN IMPRESSED SEAL.

STATE OF ILLINOIS }  
COUNTY OF DUPAGE) S.S.

WE, GASPEREC ELBERTS CONSULTING LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-006877, HEREBY CERTIFY THAT THIS EXHIBIT AND THE SURVEY UPON WHICH IT IS BASED WERE PERFORMED UNDER THE DIRECT SUPERVISION OF A LICENSED ILLINOIS PROFESSIONAL LAND SURVEYOR.

GIVEN UNDER MY HAND AND SEAL THIS 20TH DAY OF JULY, 2020, IN DOWNERS GROVE, ILLINOIS,

*Christina M Davidson*  
CHRISTINA M. DAVIDSON  
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003780  
LICENSE EXPIRES: NOVEMBER 30, 2020



PREPARED BY: ILLINOIS FIRM LICENSE 184-006877  
**GASPEREC ELBERTS**  
CONSULTING  
1401 BRANDING AVENUE, SUITE 230  
DOWNERS GROVE, IL 60018  
(847) 868-1830



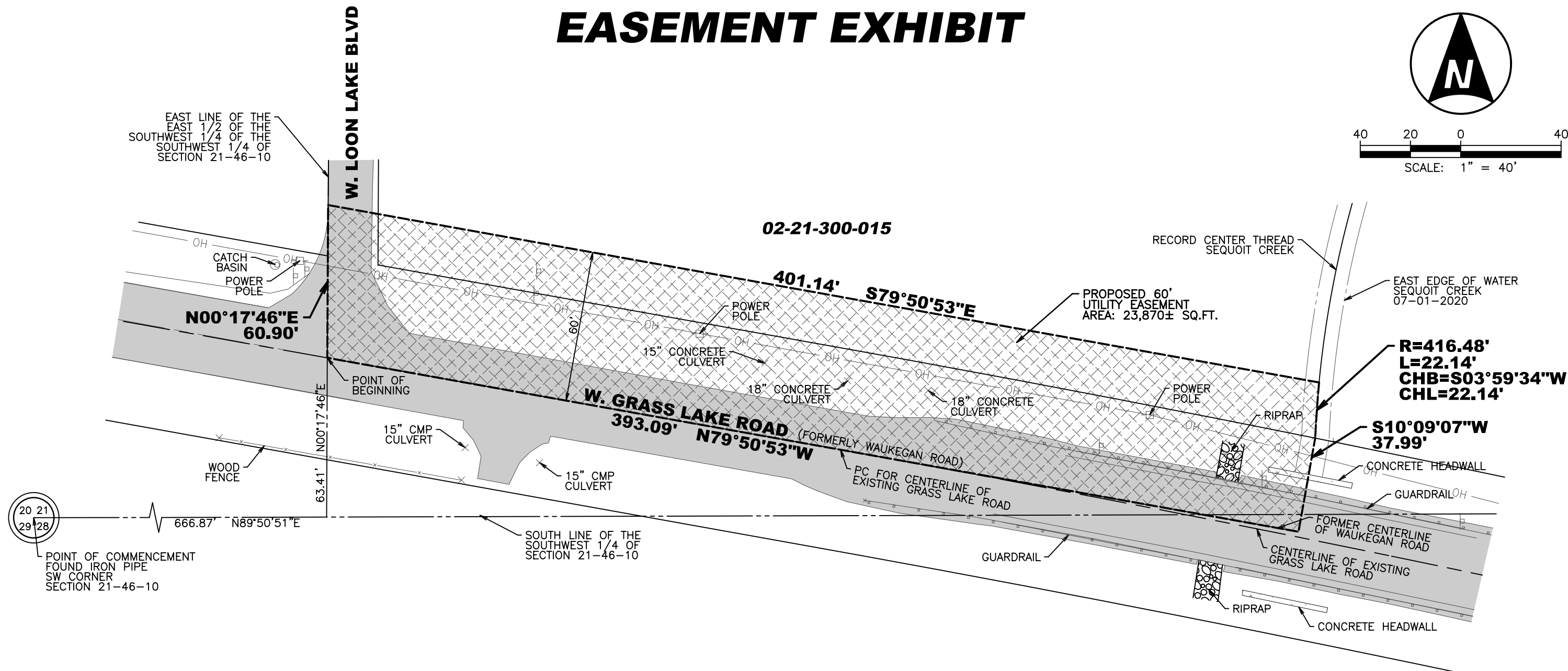
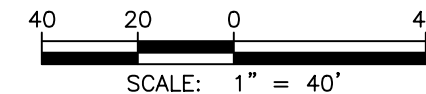
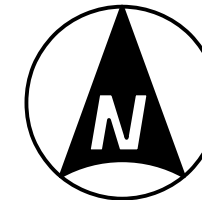
NICHOLAS L. RUETTIGER, PLS  
COMED LAND SURVEY ADMINISTRATOR  
1 LINCOLN CENTRE - 13TH FLOOR  
OAKBROOK TERRACE, IL 60181  
CELL: (815)295-9643  
NICHOLAS.RUETTIGER@COMED.COM

PREPARED BY: ILLINOIS PROFESSIONAL DESIGN FIRM #184-001322  
**HRGreen**  
420 N. FRONT STREET,  
McHENRY, IL 60050-2136  
t. 815.385.1778 f. 815.385.1781  
www.HRGREEN.com

| REVISIONS |             |
|-----------|-------------|
| NO.       | DESCRIPTION |
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|                       |   |                |                 |                           |
|-----------------------|---|----------------|-----------------|---------------------------|
| APPROVED BY:<br>CD    | <b>EASEMENT EXHIBIT</b>                   |                |                 |                           |
| CHECKED BY:<br>ARM/CD | <b>02-21-300-010, ANTIOCH, ILLINOIS</b>   |                |                 |                           |
| OFFICE:               | FIELD: GS                                 | CAD: ARM/CD    | CONTRACTOR NO.: | COMED ORDER NO.: [20-500] |
| DWG. NO.:             | ELECTRONIC DWG. FILE ...02-21-300-010.DGN | DATE: 07-20-20 | SCALE: 1" = 60' | SHEET NO. 2 OF 2          |

# EASEMENT EXHIBIT



**NOTES:**

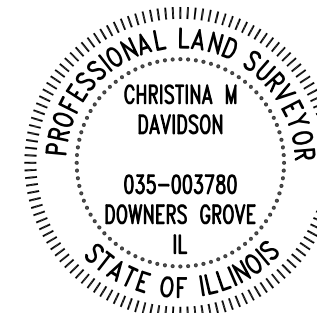
1. NO COMMITMENT FOR TITLE INSURANCE WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS EXHIBIT. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. THIS EXHIBIT WAS MADE WITH THE BENEFIT OF THE FOLLOWING DOCUMENTS: ALTA/ACSM LAND TITLE SURVEY BY R.E. DECKER, P.C. LAND SURVEYORS FOR ORDER NUMBER 03-1469 DATED OCTOBER 30, 2003, TRUSTEE'S DEED RECORDED JUNE 4, 2004 AS DOCUMENT 5575059.
3. THIS EXHIBIT WAS CREATED FOR USE AS AN EASEMENT EXHIBIT AND IS NOT A PLAT OF SURVEY.
4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS NOTED AND SHOWN HEREON.
5. BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM ZONE 1201 (NAD83)2011.
6. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
7. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
8. EXHIBIT IS BASED ON FIELD WORK COMPLETED ON 6-25-2020.
9. CERTIFIED COPIES OF THIS EXHIBIT BEAR AN IMPRESSED SEAL.

STATE OF ILLINOIS )  
 COUNTY OF DUPAGE ) S.S.

WE, GASPEREC ELBERTS CONSULTING LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-006877, HEREBY CERTIFY THAT THIS EXHIBIT AND THE SURVEY UPON WHICH IT IS BASED WERE PERFORMED UNDER THE DIRECT SUPERVISION OF A LICENSED ILLINOIS PROFESSIONAL LAND SURVEYOR.

GIVEN UNDER MY HAND AND SEAL THIS 9TH DAY OF JULY, 2020, IN DOWNERS GROVE, ILLINOIS,

*Christina M Davidson*  
 CHRISTINA M. DAVIDSON  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003780  
 LICENSE EXPIRES: NOVEMBER 30, 2020



PREPARED BY: ILLINOIS FIRM LICENSE 184-006877  
**GASPEREC ELBERTS**  
 CONSULTING  
 1401 BRANDING AVENUE, SUITE 230  
 DOWNERS GROVE, IL 60018  
 (847) 868-1830



NICHOLAS L. RUETTIGER, PLS  
 COMED LAND SURVEY ADMINISTRATOR  
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 www.HRGREEN.com

| REVISIONS |             |
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| NO.       | DESCRIPTION |
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|                               |   |                 |                           |                          |
|-------------------------------|---|-----------------|---------------------------|--------------------------|
| APPROVED BY:<br>CD            | <b>EASEMENT EXHIBIT</b>                 |                 |                           |                          |
| CHECKED BY:<br>ARM/CD         | <b>02-21-300-015, ANTIOCH, ILLINOIS</b> |                 |                           |                          |
| OFFICE:                       | FIELD: PS                               | CAD: ARM/CD     | CONTRACTOR NO: 200179.015 | COMED ORDER NO: [20-414] |
| DWG. NO: ...02-21-300-015.DGN | DATE: 07-09-20                          | SCALE: 1" = 40' | SHEET NO. 1 OF 2          |                          |

# EASEMENT EXHIBIT

20 21  
29 28

FOUND IRON PIPE  
NW CORNER  
SECTION 28-46-10

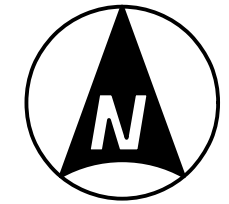
NORTH LINE OF NW 1/4  
SECTION 28-46-10

673.77' S89°50'51"W

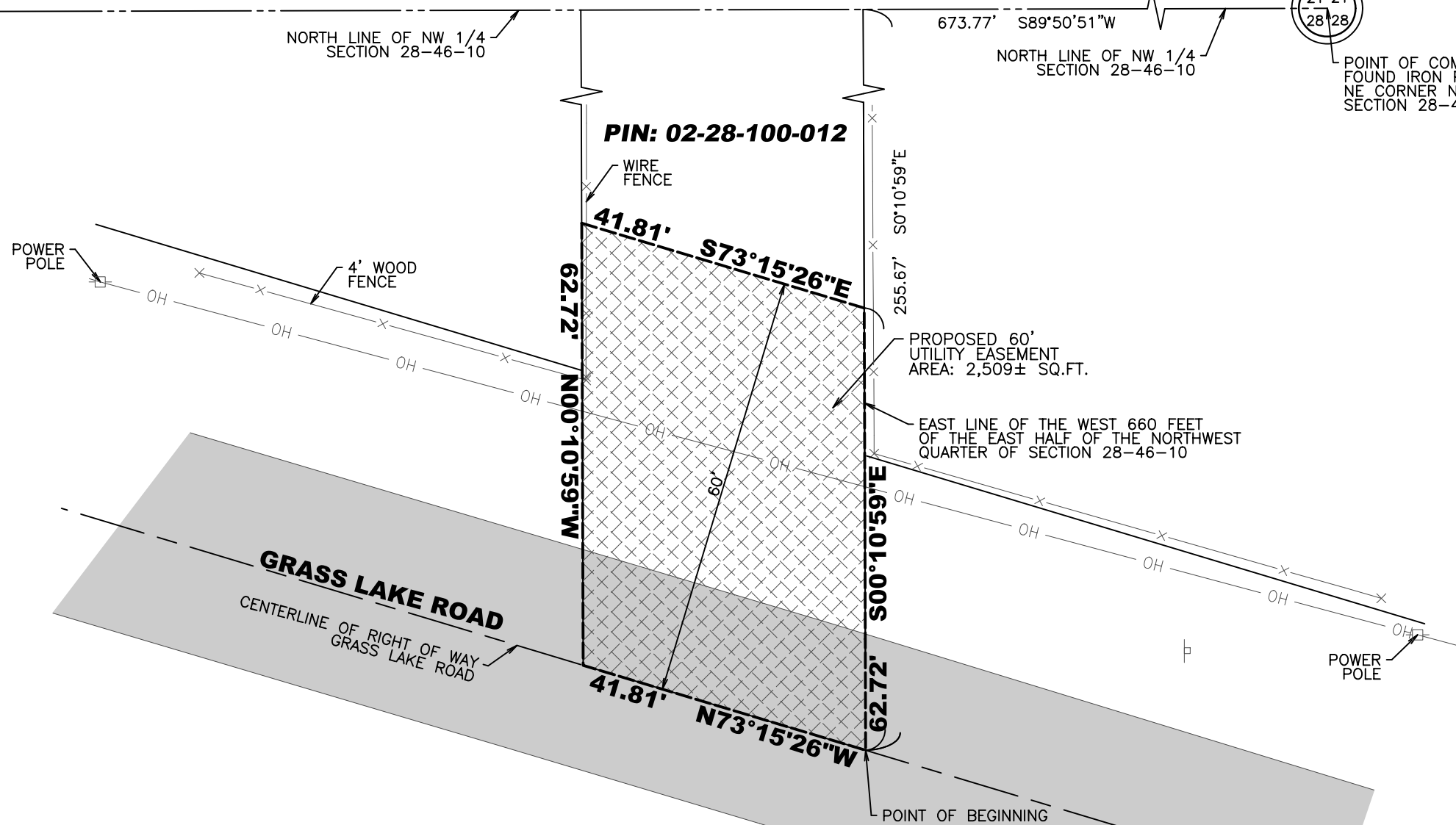
NORTH LINE OF NW 1/4  
SECTION 28-46-10

21 21  
28 28

POINT OF COMMENCEMENT  
FOUND IRON PIPE  
NE CORNER NW 1/4  
SECTION 28-46-10



20 10 0 20  
SCALE: 1" = 20'



## NOTES:

1. NO COMMITMENT FOR TITLE INSURANCE WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS EXHIBIT. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. THIS EXHIBIT WAS MADE WITH THE BENEFIT OF THE FOLLOWING DOCUMENTS: ALTA/ACSM LAND TITLE SURVEY BY R.E. DECKER, P.C. LAND SURVEYORS FOR ORDER NUMBER 03-1469 DATED OCTOBER 30, 2003, TRUSTEE'S DEED RECORDED JUNE 4, 2004 AS DOCUMENT 5575059.
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5. BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM ZONE 1201 (NAD83)2011.
6. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
7. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
8. EXHIBIT IS BASED ON FIELD WORK COMPLETED ON 6-25-2020.
9. CERTIFIED COPIES OF THIS EXHIBIT BEAR AN IMPRESSED SEAL.

STATE OF ILLINOIS )  
COUNTY OF DUPAGE) S.S.

WE, GASPEREC ELBERTS CONSULTING LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-006877, HEREBY CERTIFY THAT THIS EXHIBIT AND THE SURVEY UPON WHICH IT IS BASED WERE PERFORMED UNDER THE DIRECT SUPERVISION OF A LICENSED ILLINOIS PROFESSIONAL LAND SURVEYOR.

GIVEN UNDER MY HAND AND SEAL THIS 9TH DAY OF JULY, 2020, IN DOWNERS GROVE, ILLINOIS,

*Christina M Davidson*  
CHRISTINA M. DAVIDSON  
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LICENSE EXPIRES: NOVEMBER 30, 2020



PREPARED BY: ILLINOIS FIRM LICENSE 184-006877  
**GASPEREC ELBERTS**  
CONSULTING  
1401 BRANDING AVENUE, SUITE 230  
DOWNERS GROVE, IL 60018  
(847) 868-1830



NICHOLAS L. RUETTIGER, PLS  
COMED LAND SURVEY ADMINISTRATOR  
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| REVISIONS |      |
|-----------|------|
| NO.       | DATE |
|           |      |
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|           |      |
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|                                  |             |
|----------------------------------|-------------|
| APPROVED BY:                     | CD          |
| CHECKED BY:                      | ARM/CD      |
| OFFICE:                          | FIELD: PS   |
| DWG. NO.:                        | CAD: ARM/CD |
| EASEMENT EXHIBIT                 |             |
| 02-28-100-012, ANTIOCH, ILLINOIS |             |
| CONTRACTOR NO.:                  | 200179.017  |
| COMED ORDER NO.:                 | [20-414]    |
| DATE:                            | 07-09-20    |
| SCALE:                           | 1" = 40'    |
| SHEET NO.:                       | 2 OF 2      |