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Doc# 1927416200 Fee \$88.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/01/2019 04:43 PM PG: 1 OF 10

When Recorded, Return to:
Commonwealth Edison Company
Three Lincoln Centre
Oakbrook Terrace, IL 60181
Attn: Director, Real Estates & Facilities

Project ID No: LLL TWR 33-34
PIN: 12-34-304-001, 12-34-300-004,
12-34-304-006-8001, & 12-34-304-006-8002

GRANT OF RIGHT OF WAY EASEMENT

THIS GRANT OF RIGHT OF WAY EASEMENT (this "Easement") is granted as of the ____ day of March, 2018, by and between **KTR ILL V LLC**, a Delaware limited liability company, a ("Grantor"), and **COMMONWEALTH EDISON COMPANY**, an Illinois corporation ("Grantee").

RECITALS:

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

B. Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, a right of way easement for the installation, use, operation and maintenance of electrical facilities, as more fully described herein below, in, upon, under, over, across and along those areas of Grantor's Property described more particularly in Exhibit B (the "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, successors and assigns ("Grantee Parties"), hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State of Illinois, (a) a non-exclusive, perpetual right and easement in, over, under, along, upon and across the Right of Way Easement Area to install, construct, reconstruct, renew, erect, operate, use, patrol, maintain,

3115502

RECORDING FEE 88

DATE 10-1-19 COPIES 6

OK BY [Signature]

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repair, relocate, extend, alter, add, substitute and remove overhead electrical (whether consisting of one or more circuits) transmission, distribution and communications lines, together with associated and/or related facilities necessary or convenient for such electrical transmission, distribution and/or communications lines, including, without limitation, cables, conductors, conduits, duct packages, wires, towers and related equipment structures and facilities, poles, pole structures, footings, foundations, controls, switches, relays, circuit breakers, telemetry and monitoring devices, underground counterpoise, anchors, underground ground grid, manholes, 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. Each and all of the rights, privileges and easements conferred upon Grantee and the Grantee Parties pursuant to this Easement may be exercised by Grantee and the Grantee Parties from time to time and at any time, without any notice (prior or subsequent) to Grantor.

2. Use of Grantor's Property. In no event shall Grantor or any of its agents, contractors, tenants, licensees, guests, invitees, employees, representatives, grantees, successors and assigns (including, without limitation, any and all successors in title to the 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. In no event shall Grantor or any of the other Grantor Parties gain access to, damage, disrupt or otherwise interfere with the Facilities (whether now existing or installed in the future). Without limiting the generality of the foregoing, Grantor hereby acknowledges and agrees as follows:

(a) 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) 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 height limitations and 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

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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	Co Prologis Re: Tax
Three Lincoln Centre	1800 Wazee St.
Oakbrook Terrace, IL 60181	Denver, CO 80202
Attn: Director, Real Estate & Facilities	Attn: _____

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

7. 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 County recorder's office; and (d) there are no unrecorded leases, licenses or other agreements governing or affecting the right of any person or entity to occupy any portion of the Grantor's Property or the Right of Way Easement Area. The foregoing representations and warranties of Grantor shall survive the grant of the easements and other rights hereunder.

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.

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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 hereafter 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.

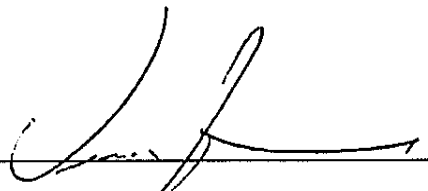
[Signatures and acknowledgments on next page(s)]

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

GRANTOR

KTR ILL V LLC,
a Delaware limited liability company

By: 
 Name: _____
 Title: Vince Zuppa
 Vice President

GRANTEE

COMMONWEALTH EDISON COMPANY

By: 
 Name: Mark Primm
 Title: Director of Real Estate and Facilities

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STATE OF Illinois)
)SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Vince Zuppa, personally known to me to be the **KTR ILL V LLC**, a **Delaware limited liability company** and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vince Zuppa he/she signed and delivered the said instrument pursuant to the authority of such Limited Liability Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of March, 2018.

Janina M. Schoumacher
Notary Public



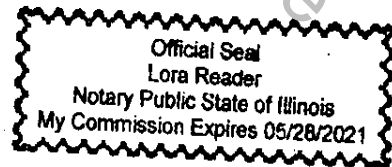
My Commission Expires: 12/18/19

STATE OF Illinois)
)SS
COUNTY OF DeWitt)

I, Lora Reader, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark Primm, personally known to me to be the Director of Real Estate and Facilities 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 Director, (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 21st day of Sept, 2019

Lora Reader
Notary Public



My Commission Expires: 5/28/2021

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EXHIBIT A TO GRANT OF RIGHT OF WAY EASEMENT

GRANTOR'S PROPERTY

THE WEST 570 FEET OF THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER, SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY AND NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF WEST NORTH AVENUE AS WIDENED, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER AND THE NORTH LINE OF RIGHT OF WAY OF WEST NORTH AVENUE, SAID POINT BEING 102.43 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH ALONG THE WEST LINE OF THE SAID SOUTHWEST FRACTIONAL QUARTER, 1342.37 FEET TO THE INTERSECTION OF SAID LINE WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY, SAID POINT BEING 342.74 FEET SOUTH OF THE INDIAN BOUNDARY LINE, THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD ALONG A LINE FORMING AN ANGLE OF 136 DEGREES 30 MINUTES 52 SECONDS FROM SOUTH TO EAST TO NORTH WITH THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER, 828.28 FEET TO INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE EAST LINE OF THE WEST 570 FEET OF SAID SOUTHWEST FRACTION QUARTER; THENCE SOUTH ALONG A LINE 570 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER, 1945.14 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE NORTH LINE OF RIGHT OF WAY OF WEST NORTH AVENUE, SAID POINT BEING 102.78 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF WEST NORTH AVENUE 570 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 12-34-304-002; 12-34-300-004; 12-34-304-006-8001; 12-34-304-006-8002

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ComEd Real Estate & Facilities

Routing Slip

September 16, 2019

Memo to: Grant of Right of Way Easement / Digital

Mark Primm Please sign where indicated

Enter Requestor Manager name Laurie Wirtz *lw 9/25/19*

Please return to Requestor: Lora Reader

Remarks: KTR LLC- Grantor

Property/Location: 2407 W. North Ave., Melrose Park, IL 60160

Grantor/Lessor/Licensor: Grantor has signed- Waiting for ComEd signature

Grantee/Lessee/Licensee: Commonwealth Edison Company

Consideration: \$0

Agreement Fee \$ 0

Payment Frequency

One-time

Recurring

ComEd Customer

Other One Time Fees: Administrative /RPL Insurance/ Rush: \$ N/A

Purpose:

Easement

Temporary easement

Lease

License

Railroad

Other/describe

Peer Checked by *LR*

Reviewed and approved by Legal: Approved by legal (D. Siegel-Sidley Austin) and PM Dan Kline

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Doc# 1927416200 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/01/2019 04:43 PM PG: 1 OF 10

**COOK COUNTY RECORDER OF DEEDS
EXHIBIT
ATTACHED TO DOCUMENT**

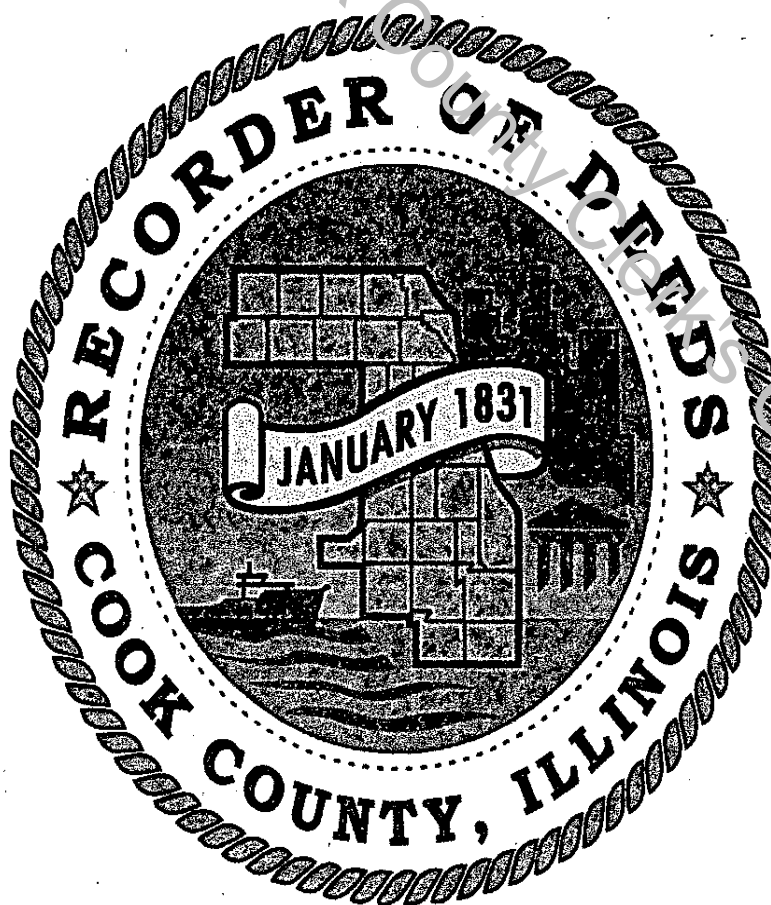


IMAGE STORED IN PLAT INDEX DATABASE