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GRANT OF RIGHT-OF-WAY EASEMENT

NEUMANN HOMES, INC, an Illinois corporation and debtor in possession in Case No. 07 B 20412 in the Northern District of Illinois, Eastern Division, (“Grantor”) , of the County of DuPage, State of Illinois, having an address at 799 Roosevelt Road, Glen Ellyn, Illinois 60137, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to COMMONWEALTH EDISON COMPANY, an Illinois corporation, having an address at P.O. Box 767, Chicago, Illinois 60690-0767, together with its licensees, lessees, grantees, successors and assigns (collectively, “Grantee”), hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, a non-exclusive perpetual right and easement in, over, under, upon and across the real property described and depicted in **Exhibit A** attached hereto and made a part hereof (the “Easement Area”) to: install, construct, reconstruct, erect, operate, use, patrol, maintain, repair, relocate, replace, rebuild, enlarge, renew and remove overhead and underground electrical (whether consisting of one or more circuits) and communication, transmission and distribution lines and other overhead and underground transmission, distribution, communication and related facilities and structures (whether any or all of the foregoing now exist or are installed by Grantee, in its sole discretion, in the future), including, without limitation, cables, conduits, wires, towers (both electric and communications towers and related equipment structures and facilities), poles, pole structures, foundations, cooling oil, gas and other cooling medium, pipes, ducts, pumps, controls, switches, relays, circuit breakers, monitoring devices, underground counterpoise, anchors, underground ground grid, manholes, transformers, pedestals and necessary fixtures, conductors and appurtenances attached thereto or adding to the number of such enumerated facilities (all of the foregoing, whether now existing or installed in the future, being collectively referred to in this Easement as the “Facilities”), together with the right to cut down, trim or otherwise control the growth of all trees, planted vegetation and bushes growing upon or over the Easement Area and to clear obstructions from the surface and subsurface, and the right of ingress and egress to and over the Easement Area, at any and all times, for such purposes, including patrolling, repairing, removing, renewing or adding to the number of the Facilities. Each and all of the rights, privileges and easements conferred upon Grantee pursuant to this Easement may be exercised by Grantee from time to time and at any time, without any notice (prior or subsequent) to Grantor.

Grantee will pay Grantor for all damages done to crops, if any, by Grantee, and will repair or replace all damaged fences, driveways, culverts, gates, drains, drain tiles, landscaping 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.

After completion of construction of the Facilities, Grantee will restore the surface of the portions of the Easement Area subject to such construction to as near as reasonably possible its condition when first entered upon by Grantee.

Grantor expressly reserves the right to grant subsequent non-exclusive easements in the Easement Area, including to other utilities, so long as each such subsequently granted rights are subject to the rights granted to Grantee in this easement.

The Grantor reserves the right to use the surface of the Easement Area for landscaping, driveway and parking lot purposes only, and such use shall be subject to the rights and easements herein granted to Grantee, and shall be exercised in such manner as not to interfere with the construction, operation, maintenance, patrol and use of the Facilities by Grantee. Subject to the foregoing, and the following paragraph herein below, no building, structure or obstruction shall be placed, erected or used by Grantor on the Easement Area. Grantor shall make no changes in the grade that would increase or decrease the existing ground elevation of the Easement Area by more than five (5) feet, and no ponds, ditches, water storage facilities, irrigation systems, underground pipe or other facilities (other than nonmetallic farm drainpipe) shall be placed in the Easement Area by Grantor without obtaining the prior written consent of the Grantee, which shall not be unreasonably withheld or delayed. Grantor shall not permit any burning or composting to be done in the Easement Area without obtaining the prior written consent of the Grantee.

Grantee shall take care not to position an overhead pole or other installation so as to obstruct the north-south road depicted in Grantor's site plan, attached hereto as **Exhibit B**. Grantor also reserves the right (i) to cause public roadways or driveways for vehicular and pedestrian access (and public utilities within such public road rights of way) to be installed and maintained across or under the Easement Area (crossing perpendicularly to Kreutzer Road in a north/south direction but not running lengthwise in an east/west direction), (ii) to cause the construction and maintenance of berms, signage, parking areas and no less than four (4) driveways across the Easement Area for ingress and egress to the abutting commercial area, and (iii) to plant bushes, grass and trees in the Easement Area, provided that such installations shall only be constructed at locations and constructed, installed or planted pursuant to plans approved in writing by Grantee (at no cost to Grantor), which approval shall not be unreasonably withheld or delayed. Grantor agrees that it would be reasonable for Grantee to withhold its approval to such plans to the extent that Grantee reasonably determines that the construction, installation, operation, maintenance and repair of the improvements reflected on such plans at the designated location would physically interfere with, or materially increase the cost incurred by Grantee in the construction, operation, maintenance, patrol and use of the Facilities by Grantee. The rights reserved by Grantor and exercised by Grantee herein shall be exercised subject to the restrictions set forth elsewhere in this Easement.

No flammable or explosive materials or hazardous waste shall be used, brought, stored or burned by Grantor or any other person or entity (other than Grantee) on the Easement Area. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds the maximum allowable height under applicable OSHA height standards in effect from time to time shall be driven, moved or transported on the Easement Area by anyone other than Grantee without Grantee's prior written consent, which shall not be unreasonably withheld or delayed.

This Easement constitutes the entire agreement, expressed or implied, between the parties hereto with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of, Grantor and Grantee and their respective legal representatives, heirs, successors, assigns, lessees and licensees (including, without limitation, any and all successors to Grantor in title to the Easement Area and the property adjacent thereto). This Easement and the terms, conditions and rights contained herein shall run with the land and shall be perpetual.

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. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. The rule of strict construction does not apply to the rights and easements contained herein. Such rights and easements shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee and use by Grantor shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of

construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits hereto. It is expressly agreed that no breach of this Easement shall entitle any party to cancel, rescind or otherwise terminate this Easement. 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. This easement and the sale thereof shall be subject to approval by order of the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, in the case of Neumann Homes, Inc., Case No. 07 B 20412.

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