

CONSENT OF GRANTOR TO ASSIGNMENT

THIS CONSENT (the “Consent”) is made as of the _____, 20__ by and among COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Grantor”), NAPERVILLE PARK DISTRICT, (the “Grantee”), and CITY OF NAPERVILLE (the “New Grantee”). Grantor is the grantor under that certain Water Easement Agreement dated as of October 10, 2019 (the “Easement”) for certain premises located at Wheatland-DuPage Right-of-Way T189 parcel 4, in the City of Naperville County of DuPage and State of Illinois. Grantee is the “Grantee” under the Easement.

Grantee desires to enter into an assignment and assumption agreement (the “Assignment”), attached hereto and made a part hereof as Exhibit A, with the New Grantee for New Grantee’s assumption of Grantee’s rights and obligations under the Lease. Grantee and New Grantee seek to obtain Grantor’s consent to the Assignment.

NOW, THEREFORE, in consideration of the conditions, covenants and agreements contained herein, the parties hereby agree as follows:

1. The recitals set forth herein above are incorporated in this Consent by reference.
2. Grantor hereby consents to the execution by the Grantee and New Grantee of the Assignment upon the terms, covenants, and conditions contained herein to which all parties hereto agree to be bound.
3. Grantee shall remain fully responsible for the performance of all of the terms, covenants and conditions of the Grantee under the Easement. New Grantee agrees to observe, perform and be bound by each and all of the duties, obligations, requirements and liabilities of the Grantee under the Easement. Grantee and New Grantee shall be jointly and severally liable for all duties, obligations and liabilities of the tenant under the Easement.
4. The notice address and contact information for New Grantee shall be attached hereto and made a part hereof as Exhibit B.
5. Nothing in the Assignment shall supersede any of the terms, covenants or conditions of the Easement; in the event of any conflict between the Easement and the Assignment, the Easement shall control, and nothing herein shall be deemed a waiver of any of the obligations and terms of the Easement.
6. The Easement may not be further assigned or amended without the consent of the Grantor, to the extent such consent is required under the Easement.
7. Nothing in this Consent shall supersede any of the terms, covenants or conditions of the Easement; in the event of any conflict between the Easement and the Consent, the Easement shall control, and nothing herein shall be deemed a waiver of any of the obligations and terms of the Easement.
8. The terms and provisions of this Consent shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Consent (each a “Proceeding”), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigation and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court

for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States district Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

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

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IN WITNESS WHEREOF, the parties hereto have executed this Consent on the first date written above.

GRANTOR:

GRANTEE:

COMMONWEALTH EDISON COMPANY,
an Illinois corporation

NAPERVILLE PARK DISTRICT

By: _____
Name: Mark Primm Title: Director
of Real Estate & Facilities

By: _____
Name: _____
Title: _____

NEW GRANTEE:

CITY OF NAPERVILLE

By: _____
Name: _____
Title: _____

EXHIBIT A

Assignment

[to be attached]

