EXHIBIT C

FORM OF DEED

QUITCLAIM DEED AND USE RESTRICTION

(Vacant Land)

(The Above Space for Recorder's Use Only)

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY ORDINANCE NO. 93-0-27(B); AND THE CHICAGO REAL PROPERTY TRANSFER TAX, MUNICIPAL CODE SECTION 3-33-060(B).

THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of $2,051,784.00, conveys and quitclaims all interest in the real property legally described and identified on Exhibit A attached hereto (the "Property"), pursuant to ordinance no. _____ adopted by the City Council of the City on _____, 2026, and published in the Journal of Proceedings of the City Council for such date at pages ____ through ____ (the "Ordinance"), to **COMMONWEALTH EDISON COMPANY**, an Illinois corporation ("Grantee"), whose principal address is Three Lincoln Centre, Oakbrook Terrace, Illinois 60181.

Without limiting the quitclaim nature of this deed ("Deed"), this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes other than the Prior Taxes as defined in the Ordinance; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following **COVENANTS, RESTRICTIONS, AND CONDITIONS** which are a part of the consideration for the Property and which shall run with the land and be binding upon and enforceable against the Grantee and the Grantee's heirs, transferees, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant to Improve Property**. Grantee shall improve the Property with a new electrical substation supporting existing and future electrical power infrastructure within Chicago, with the substation featuring two equipment enclosures, transformers and other electrical equipment surrounded by a masonry wall (the "Project"). The Project shall be constructed in accordance with the Permit Documents (as hereafter defined).

2. **Approval of Permit Documents**. Prior to submission of any application for an above-grade building permit (other than for an initial fence to secure the Property upon acquisition), Grantee shall submit to the Department of Planning and Development (the "Department") for review and approval (which approval will not be unreasonably withheld) a site plan and enclosure and wall elevations for the Project or the applicable portion thereof (the "Permit Documents"). The Department may not withhold approval of the Permit Documents if (a) the Permit Documents are in substantial conformity with the site plan and elevations approved by the Department prior to the date of this Deed (the "Closing Date"), or (b) any deviations from the previously approved site plan and elevations requested in the Permit Documents are necessary for compliance with applicable state or federal requirements to which Grantee is subject, including, without limitation, the National Electric Safety Code. The Department's approval of such Permit Documents shall not be conditioned in any manner that would conflict with applicable state or federal requirements to which Grantee is subject, including, without limitation, the National Electric Safety Code.

3. **RAP Approval Letter**. Grantee shall use good faith efforts to obtain the RAP Approval Letter (as hereafter defined) within six (6) months following the Closing Date.

4. **Commencement of Site Preparation Activities**. Grantee shall use good faith efforts to commence one or more site preparation activities, including, without limitation, installation of fencing to secure the Property, clearing and grubbing, demolition and removal of existing structures, remediation activities, and/or the installation of stormwater management infrastructure, within sixty (60) days following the later of: (a) the Closing Date, or (b) the date the IEPA issues the RAP Approval Letter (as hereafter defined). The foregoing commencement date shall be subject to reasonable extension in the event that winter weather conditions delay performance.

5. **Alley Vacation and/or Dedication**. Grantee shall use good faith efforts to complete the vacation and dedication process for the public alley bisecting the Property within two hundred seventy (270) days following the Closing Date (with such completion evidenced by the recordation of the alley vacation and/or dedication plats) (said completion of the public alley vacation and/or dedication process to be referred to herein as the "Project Construction Start Date").

6. **Completion of the Project**. Construction of the Project must be completed within three (3) years following the Project Construction Start Date, as evidenced by: (a) recordation of the Final Comprehensive NFR Letter (as hereafter defined) and such other documentation of construction completion provided by Grantee to the Department (which may include, by way of example, documentation reflecting the Project's placement in service), and (b) the Department's written acknowledgement of receipt ("Project Completion Acknowledgement") of the recorded Final Comprehensive NFR Letter and such other documentation (the "Project Completion Date"). The Department, in its sole discretion, may extend the Project Completion Date upon written request.

7. **Transfer Prohibition**. Grantee may not, without the prior written consent of the Department, which consent shall be in the Department's sole discretion, directly or indirectly sell, transfer, convey, lease, assign or otherwise dispose of all or any portion of the Property or the Project or any interest therein, excluding: (a) a transfer, sale or foreclosure in connection with or pursuant to any lien or encumbrance described in paragraph 8 below; (b) the grant or conveyance of non-possessory interests in the Property (including, without limitation, easements and/or licenses) related to the Project; and/or (c) the dedication of a portion of the Property for public right-of-way purposes.

8. **Limitation on Encumbrances**. Grantee may not, without the prior written consent of the Department, which consent shall be in the Department's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for: (a) an encumbrance and/or lien on the Property included as part of any present or future mortgage, deed of trust or other indenture providing for the issuance of Grantee's long-term debt; or (b) an encumbrance and/or lien on the Property related to acquisition and construction financing for the Project.

9. **Environmental Remediation**. Grantee shall satisfy the following environmental remediation requirements:

(a) Definitions. As used herein, the following terms shall have the following meanings:

"Bureau" means the Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management, or any successor bureau or department.

"Contaminant" means any of those materials set forth in 415 ILCS 5/3.165 and 35 Ill. Adm. Code Part 742.305, as amended from time to time, that are subject to regulation under any Environmental Laws.

"Environmental Documents" means all reports, surveys, field data, correspondence and analytical results prepared by or for Grantee (or otherwise

obtained by Grantee) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

"Environmental Laws" means all Laws pertaining to health, safety, Hazardous Substances or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks), now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago; the Municipal Code of the City of Chicago; and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing Laws, as any of the foregoing Laws now exist or may be changed or amended or come into effect in the future.

"Final Comprehensive NFR Letter" means a final comprehensive "No Further Remediation" letter issued by the IEPA approving the use of the Property for the construction, development and operation of the Project in accordance with the site plan approved by the City and the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The Final Comprehensive NFR Letter shall state that the Property meets remediation objectives for commercial/industrial or residential properties (at Grantee's discretion) and the construction worker exposure route as set forth in 35 Ill. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"Hazardous Substance(s)" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"IEPA" means the Illinois Environmental Protection Agency, or any successor agency.

"Laws" means any and all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, permits, executive orders or other requirements, now or hereafter in effect, as

amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Losses" means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, actions, suits, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses, costs of investigation, and court costs).

"Other Regulated Material" means any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"RACR" means the Remedial Action Completion Report required by the IEPA in order to receive a Final Comprehensive NFR Letter.

"RAP" means the Remedial Action Plan required by the IEPA in order to receive a Final Comprehensive NFR Letter.

"RAP Approval Letter" means written approval from the IEPA of the RAP.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final Comprehensive NFR Letter for the Property, or any portion thereof, in accordance with the terms and conditions of the RAP Approval Letter for the Property, or the applicable portion thereof, issued by the IEPA, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"SRP" means the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 *et seq.*, and the regulations promulgated thereunder.

"SRP Documents" means all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the RAP, the RACR, and any and all related correspondence, data and other

information.

"Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

(b) Remediation Requirements. Grantee has obtained a Phase I Environmental Site Assessment of the Property, and a follow-up Phase II Environmental Site Assessment. The Phase II Environmental Site Assessment disclosed the presence of contamination exceeding remediation objectives as set forth in 35 Ill. Adm. Code Part 742, and, as a condition to the City's transfer of the Property, Grantee enrolled the Property and an alley bisecting the Property in the SRP. Grantee shall take all necessary and proper steps to obtain a RAP Approval Letter. Grantee acknowledges and agrees that it may not commence construction on the Property (except to secure the Property upon Closing) until the IEPA issues the RAP Approval Letter for the Property. Upon receipt of the RAP Approval Letter, Grantee covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive NFR Letter for the Property. Grantee shall deliver to the Bureau copies of any SRP documents and any correspondence submitted to or received from the IEPA relating to the SRP documents. Grantee shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive NFR Letter, and any other investigative and cleanup costs associated with the Property. Grantee shall remove any soil or soil gas not meeting the requirements of 35 Ill. Adm. Code Part 742. In addition, Grantee shall remove and close any identified underground storage tanks ("USTs") in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and shall properly address any identified leaking USTs in accordance with 35 Ill. Adm. Code Part 734. Grantee shall not import bio-solids or bio-solids-based products from a wastewater treatment facility or other source to the Property. All imported material must meet IEPA's SRP standards. Grantee shall record the Final Comprehensive NFR Letter for the Property with the Office of the Cook County Clerk, Recordings Division.

10. **"As Is," "Where Is" and "With All Faults" Conveyance and Release**.

(a) "As Is," "Where Is" and "With All Faults" Conveyance. Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental

condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use, including but not limited to the Remediation Work (as hereafter defined).

(b) Release. Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through Grantee following the date of this Deed (collectively, the "Grantee Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "City Parties"), from and against any and all Losses which Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of the Deed, based upon, arising out of or in any way connected with, directly or indirectly: (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances and Other Regulated Materials, or threatened release, emission or discharge of Hazardous Substances and Other Regulated Materials; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances and Other Regulated Materials in, on, under or about the Property or the migration of Hazardous Substances and Other Regulated Materials from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon. Grantee Parties waive their rights of contribution and subrogation against the City Parties. The covenant of release in this paragraph 10(b) shall run with the Property, and shall be binding upon all successors and assigns of Grantee with respect to the Property, including, without limitation, each and every Grantee Party. Grantee acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to Grantee. It is expressly agreed and understood by and between Grantee and the City that, should any future obligation of Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither Grantee nor any other Grantee Parties shall assert that those obligations must be satisfied in whole or in part by the City, because this covenant contains a full,

complete and final release of all such claims.

The covenants in paragraphs 1 through 9 (inclusive) shall terminate on the date the City issues the Project Completion Acknowledgement. The covenant of release in paragraph 10 shall have no limitation as to time.

If any of the covenants and conditions set forth in this deed are not satisfied, the City may record a notice of default against the Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right, after notice to Grantee and an opportunity afforded Grantee to cure any such default, to re-enter the Property and revest title in the City; provided, however, the City's right of reverter shall terminate upon commencement of construction under an above-grade building permit (other than for an initial fence to secure the property upon acquisition). Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title. The forgoing covenants shall expire on the Completion Date.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 2026.

ATTEST:

_____
Andrea M. Valencia, City Clerk

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By:_____
Brandon Johnson, Mayor

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2025.

_____
Notary Public

THIS INSTRUMENT WAS PREPARED BY:

City of Chicago
Department of Law, Real Estate Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

MAIL DEED AND TAX BILLS TO:

Commonwealth Edison Company
Real Estate Department
Three Lincoln Centre – 4th Floor
Oakbrook Terrace, Illinois 60181
Attention: Tax Manager

(SUB) EXHIBIT A TO DEED

LEGAL DESCRIPTION

(SEE EXHIBIT A TO ORDINANCE)